

C22-0262

MEMORANDUM OF UNDERSTANDING

Between the City of Glendale

And the

Glendale Police Officers Coalition

FY 2022 - FY 2024

C22-0262



MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF GLENDALE

AND THE

GLENDALÉ POLICE OFFICERS' COALITION (GPOC)
Officers and Sergeants

FISCAL YEARS
2022 - 2023
2023 - 2024

Table of Contents

ARTICLE 1 Preamble (6)

ARTICLE 2 Recognition (6)

ARTICLE 3 Management Rights (6)

ARTICLE 4 Employee Rights (7)

Represented Members Utilizing MOU Benefit (7)

Officer Bill of Rights (7)

Self-Reporting Policy Violations (8)

Fact Finding (8)

Receiving Complaints and Complaint Form (8)

Anonymous, 3rd Party and Unsigned Complaints (9)

Potential EEO Violation and Criminal Investigations (9)

Time to Complete Administrative Investigation (10)

Formal Notice of Investigation (NOI) (10)

Administering the Investigation (11)

Use of Polygraphs (11)

Levels of Discipline (11)

Review of the Investigative Process (11)

Written Response to Complaint (12)

Conducting Administrative Interviews (12)

Review of Rough Draft Final Findings (13)

Sergeants (Investigator) – Initial Findings (14)

Violating Members Bill of Rights (14)

Serving Notices to Represented Members (Admin Leave, NOI, etc.) (14)

Glendale Police Mediation Program (15)

Performance

Documenting Negative Performance (15)

Notice of Underperforming (16)

Performance Evaluations (16)

Addressing Discipline in Performance Evaluations (16)

Authorized Purpose Access Recordings (Body Worn Camera) (17)

Post Discipline Relief (18)

Early Warning System (18)

Use of Personal Cell Phone (18)

Administrative (Tactical) Review Board (18)

Accommodation Requests (18)

Peer Representative Role (19)
Contacting Represented Member Off Duty (19)
Public Records Request and Release of Videos (19)
Grooming Standard (20)

Assignments (20)

Involuntary Assignment Transfers (20)
Duration of an Assignment (20)
Assignment Performance Deficiencies and Transfers (21)
Testing from Assignment to Assignment (22)

Lodging- Travel (23)

ARTICLE 5 Representation (23)

The Employee Organization GPOC (23)
GPOC Stand-by Positions (23)
GPOC Full Time Union Positions (23)
Positions on Dept. and City Committees (24)
Notifications / Meeting with New Members (24)
Preparing for Negotiations and Printing GPOC MOU (25)
Joint Labor Management Committee (25)
GPOC Notice Critical Incidents with Member (26)
GPOC Meeting with Squads and Units (27)
Grievance System (27)
Voluntary Controlled Referral Protocol (29)
Drug and Alcohol Testing (31)
Disclosures at Work (31)
Notice of Changes to City Policy (31)
Notification of Board Meetings (32)

ARTICLE 6 Wages (32)

Base Wage Step Plan (32)
Base Wages (33)
Salary on Promotion (34)
Assignment Position Pay (Non-Rotated, Chief's Discretion and Hazardous Duty)(34)
Emergency Response Unit Pay (34)
Field Training Pay (34)
Assignment Training Pay (35)
Shift Differential Pay (35)
Call-Out Pay (35)
Stand-By Pay (36)
Canine Pay (36)
Retired K-9 Care (37)

Bilingual Pay (37)
Retention Pay (37)
Overtime & Rest Period (38)
Rest Time, Callout / Callback (38)
Cancelling Overtime – Compensation (38)
Forced Event (Pre-planned) Protocols (38)
Forced Overtime Patrol Compensation (40)
Temporary Hazard Pay (Crisis and Riots)(40)

ARTICLE 7 Benefits (40)

Life and Disability Insurance (40)
Retirement Benefits (41)
Deferred Compensation (42)
Compensation Time Sell Back (42)
Error in Paycheck (42)
Body Armor and Ballistic Helmet (42)
Uniform Allowance (43)
Equipment Replacement (43)
Special Safety Equipment (43)
Obtaining a Degree & EMCT Certification (43)
Exchanging Days Off (43)
Shift Preparation Time (44)
Physical Exams (44)
Working Out in a City Facility (45)
OSHA – Worker Safety (45)
Employee Assistance Program (EAU) (45)
Reporting Mental Health Work Exposures (47)
Critical Incidents – Wellness (47)
Employee Education Conversion Program (48)
Tuition Reimbursement EMCT Course (48)

Leave Related Benefits (48)

Military Leave (48)
Holiday Leave and Holiday Bank (48)
Sick Leave (50)
Donating Sick or Vacation Leave (50)
Vacation Leave Accrual Limit (50)
Vacation Leave Sell Back (50)
Special Medical Leave (51)
Bereavement Leave (52)
Funeral - Line of Duty Death (52)
Transition Leave (54)
Out Processing Post Separation Leave (54)

Workers' Compensation Program (55)
Workers' Compensation Case Manager (55)
Health Care Plans and Costs (56)
Firearms Proficiency (56)
Order of Precedence (56)

ARTICLE 8 Employee Organization Dues (57)

ARTICLE 9 Prohibitions of Strikes and Lockouts (57)

ARTICLE 10 Duration and Implementation (57)

ARTICLE 11 Hours and Working Conditions (58)

Work Week (58)
Meal Periods (59)
Travel Time (59)

ARTICLE 12 Effect, Interpretation, and Savings Clause (59)

APPENDIX (Forms Posted on the GPD GPOC HUB)

Self-Reporting Policy Violations
Written Response to Admin Investigation
Rebuttal Statement Form for Adverse Material
Loudermill – Request to Meet with Chief
Notice of Underperforming
Post Discipline Relief Request
Accommodation Requests
Filing a Grievance
Compensation Time Sell Back
Education Degree Reimbursement Request
Exchange of Days Off
Physical Exam Appointment Form
Traumatic Event Exposure For

EAU Resource Guide
Degree & EMCT Tuition Reimbursement
Vacation Leave Sellback Form
Entering Vacation Leave Program Form
Compensation Leave Sellback Form
Request – Vacation Leave Over Max Limit
Donating Leave Time
Special Medical Leave
FMLA (Member and Family)
Consent Form for WC Case Manager
Transition Leave Program
Retirement Planning Guide
Request to Purchase Duty Weapon

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) has been reached by the management of the City of Glendale, Arizona (the “City”) and Glendale Police Officer’s Coalition – GPOC (the “Employee Organization”) for the purposes of submission to the Glendale City Council for consideration with respect to the City Budget for fiscal years for 2022-2023 and 2023-2024.

ARTICLE 1 – Preamble

1.1 - The parties, through their designated representatives, met and conferred in good faith in order to reach agreement concerning wages, hours, working conditions, and non-health related benefits of the employees of the City of Glendale Police Department who are represented by the Employee Organization, as allowed by ordinance and herein (“Represented Employees”);

1.2 - The parties hereby acknowledge that the provisions of the MOU are not intended to abrogate the authority and responsibility of the municipal government of the City provided for under the statutes of the State of Arizona, the Glendale City Charter, or ordinances of the City; and

1.3 - The purpose of the MOU is to promote and ensure harmonious and cooperative relations between the Employee Organization and the City, and to set forth the wages, hours, working conditions and non-health related benefits of the Represented Employees.

1.4 - NOW THEREFORE, for the term specified, the parties agree to submit this MOU to the City Council with their joint recommendation that the Council resolve to incorporate its terms into the City budget for the fiscal years reflected herein.

ARTICLE 2 – Recognition

2.1 - The City recognizes the Employee Organization as the exclusive representative of regular, non-probationary sworn police officers in all classifications up to and including the rank of Sergeant, as determined by the Glendale City Council Ordinance Number 2433 (“Ordinance”), defined above as Represented Employees. All other classes above the rank of Sergeant and all non-sworn Police Department employees are excluded.

2.2 - The City recognizes the Organizational Cooperative Process. This labor management process is to facilitate positive labor management relationships and provide overall community benefit. It provides a forum for the discussion of mutual concerns and issues that may have a significant impact on service delivery. Furthermore, the process is intended to be an incentive to assure enhancement of the community by establishing the expectation that the Employee Organization and its members will participate in community-based programs.

ARTICLE 3 - Management Rights

3.1 - The Employee Organization recognizes that Arizona and Federal law restricts certain activities of the Employee Organization.

3.2 - All management rights not expressly addressed by a specific provision of this Memorandum of Understanding shall remain within the exclusive purview of the City's management, including the unilateral and exclusive rights to operate, administer, and manage its municipal services and workforce performing those services.

3.3 - The Employee Organization recognizes that the exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies. The City shall set standards of service to be offered to the public and, through its management officials, exercise control and discretion over its organization and operations, establish effective administrative regulations and employment rules consistent with law and specific provisions of this MOU, direct its employees, take disciplinary action for just cause, relieve employees from duty due to lack of work or other legitimate reasons, determine the methods, means, and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and otherwise act in the interests of efficient service to the community. Nothing herein shall be construed to diminish the provisions of the Ordinance or to alter the rights, obligations, and restrictions set forth in Arizona or Federal law.

ARTICLE 4 - Employee Rights

4.1 -As provided in the Ordinance, Represented Employees have the right to participate on behalf of, or engage in activities on behalf of, the Employee Organization and have the right to refrain from such activity.

4.2 -All Represented Employees have the right to have the Employee Organization serve as their Meet and Confer representative without discrimination based on membership or non-membership in the Employee Organization.

4.3 -Represented Employees shall have the right to present their own grievance of any issue not covered by this MOU in person to the appropriate management authority.

A. The Employee Organization maintains the right to be present during any meeting regarding an alleged breach of the MOU. No person other than the GPOC designee of the Employee Organization may reach a written agreement with the City that interprets or alters the rights or benefits covered under this MOU.

B. In association with Articles 1.3 and 2.2, Police personnel will not discourage represented members from seeking assistance from GPOC leadership or speak negatively when a represented member utilizes benefits under the MOU.

4.4 - Officer's Bill of Rights

Upon the conclusion of the investigative process, the Police Chief or the City Manager is responsible for the final administrative disposition of the case. This Memorandum (Officer's Bill of Rights) is not in any way, directly or indirectly, intended to restrict the Police Chief's or the City Manager's right to discipline or discharge an employee for just cause as further detailed in City Policy and state statute.

Represented employees shall have the following Officers' Bill of Rights, which will be utilized in conjunction with the city's established disciplinary policy No. 513.

A. Receiving Complaints and Complaint Form

1. A complaining party must sign a complaint form within 30 days of the date when they knew or should have known about the improper conduct on the part of a member of the Employee Organization against whom they wish to file a complaint. If the complaining party fails or refuses to sign the complaint form, no complaint will be taken. However, the department reserves the right to attempt to independently corroborate the information as outlined in section 4.4.C.
2. The represented employee shall be notified of the identity of the complaining party and the context of the alleged complaint against the represented member if no complaint is taken.

B. Represented Member Self Reporting Policy Violation(s)

1. GPOC encourages represented members to self-report when they realize they may have violated a department policy. Self-Reporting are not compelled statements and therefore not protected under Garrity.
2. In these instances, the represented member may choose to detail the circumstances of the incident and policy violation(s) in written format as outlined below in section L.
3. The department commits to fast-tracking, usually within 30 days, any self-reported policy violation that is narrow in scope and likely to not result in major discipline.
4. The department reserves the right to handle the incident through the mediation program (if applicable), informally (verbal warning, blue team written negative deficiency, etc.), or may decide to issue an NOI.
5. Self-Reporting will be considered a mitigating factor as the incident is reviewed for action.

C. Fact Finding

Prior to interviewing a represented member(s) on an issue that could result in punitive discipline, it must be disclosed when asking questions in relation to fact finding. The represented member will be given a summary of the complaint and why they are being questioned, given the opportunity to have a peer representative present and view any recordings of the event. Subject or witness interviews conducted with represented members, including fact finding interviews to determine if policy violations have occurred may be audio taped. When such interviews are recorded, the represented employee can record the interview.

D. Anonymous, Third Party or Unsigned Complaints

1. Anonymous, third-party or an unsigned complaint alleging violations of department rules, procedures or policies would not in and of itself be sufficient grounds for initiating an internal investigation. However, after reviewing the anonymous, third party or unsigned complaint, the department may attempt to independently corroborate the information providing it can do so without subjecting a potentially involved member or member(s) who could receive discipline, to an any type of interview, including questioning during fact finding.
2. When an anonymous, third party or unsigned complaint is vague, initially the department will narrow the scope of questioning to first identifying who is a witness versus a potential subject(s) of the complaint. If the department is unable to corroborate the information independently, the matter will be dropped. The time frame to corroborate these types of complaints is thirty calendar days from when the department was made aware of the complaint; except allegations that on the face are criminal or involve a potential EEO violation; see 4.4.E.
3. If the department was able to independently corroborate the complaint and it involves potential policy violations, within the 30-day time limit, the Chief may issue an order calling for an investigation. The written order by the Chief will include the date, time, and manner in which the complaint was received, and an explanation of why the investigation is being ordered; i.e., criminal in nature, an alleged EEO violation, or the complaint was corroborated.
4. If the anonymous, third party or unsigned complaint is not corroborated, the represented member will be notified at the end of the 30-day time limit of the complaint but is not required to respond.
5. An anonymous, third party or unsigned complaint regarding potential drug use or misuse of prescription medications on the part of a represented member would not be sufficient “probable cause or reasonable suspicion” to subject the member to a drug test.
6. For the purposes of this section, a third party does not include anyone who has firsthand knowledge of the incident resulting in the complaint
7. This section will not apply to the parent/guardian of a minor child.

E. Potential EEO Violation and Criminal Investigations

1. In situations involving an EEO (Equal Employment Opportunity) based complaint, the investigation will be coordinated in conjunction with the Human Resource Director.
 - a. EEO Conciliation Efforts: A represented member who reports a possible EEO violation will be asked if they wish to have the complaint handled through the police departments mediation process; attempt to negotiate a resolution satisfactory to both sides. In these cases, Human Resource and the Police Department will evaluate the complaint to determine whether it is appropriate for mediation considering such factors as the nature of the case, the relationship of the parties, the size and complexity of the case, and the relief sought by the complaining member.

If mediation is attempted and the parties do not agree to a negotiated resolution, the City can proceed to determine if there is “cause” the respondent violated the represented members EEO rights or department policy, along with the appropriate level of discipline (if applicable).

2. A represented member identified only as a witness in a Glendale Police Department criminal investigation will be given the opportunity to consult with GPOC, or an attorney, to discuss their rights and obligations prior to the interview or interrogation.

F. Time Frame to Complete an Investigation

1. All complaints, signed or unsigned, filed against a member of the Employee Organization will be completed within 120 days. If not completed in the allotted time frame, the investigation will be deemed unsustainable and closed for failure to complete the investigation within 120 days, except as outlined below:
 - a. The 120 days starts when the member is served with the Notice of Investigation and is considered completed on the day the final findings or notice of intent to discipline is completed and available for the represented member to review.
 - b. In the unlikely situation that more than 120 days are required to complete an investigation, the Chief shall notify the member and GPOC in writing of the need for additional time.
 - c. The notice will describe the projected completion date, the general nature of the reason(s) why more time is needed, an update of the status of the investigation, and projected timeline for completion. This will continue every 30 days until completed.
 - d. If the complaint originated from a represented member, timely notifications will also be to them as previously indicated in this section.

G. Formal Notice of Investigation (NOI)

1. The represented employee shall be notified within three duty days if a complaint is signed or after the Chief signed the written order against them. The three days start once there is a signed complaint form from a citizen alleging a complaint, or in the absence of a signed affidavit, when the Chief has issued a written order calling for an internal investigation.
 - a. However, there may be situations where it is not possible or appropriate to notify the member within three duty days of a complaint being filed.
 - b. In such situations, the Chief must document the reasons for the delay, and must ensure that notification is made as soon as is reasonably possible.

H. Administering the Investigation

If the Police Chief determines that it is not in the best interest of the City or represented member, the investigation may be administered by another entity; this does not prohibit the Human Resource Department from participating in the process by assigning a liaison to the investigation.

1. Any Investigations conducted by Human Resource Department involving a represented member may be audio recorded.
2. All investigations involving represented members will be conducted in accordance with Article 4, Employee Rights, of the MOU.
3. When an outside agency is used for a third-party criminal investigation involving a represented member, the GPD Investigations Liaison will provide a copy of the GPOC MOU language that pertains specifically to the criminal portion of the investigation. If an outside agency is used for a third-party administrative investigation involving a represented member, GPD Executive Staff (or designee) will provide the entire copy of the current MOU to the investigating agency.
4. Internal generated administrative investigations (use of force, accident, vehicle pursuits, etc.) will follow the 120-day timelines, as outlined above in section F.

I. Use of Polygraph

The use of a polygraph or other truth verification equipment will not be authorized during the complaint process for a member of the Employee Organization.

J. Levels of Discipline

1. The Chart of Sanctions listed in the Department's policies and procedures will be utilized to determine the appropriate level of discipline. Reasons for mitigating or aggravating the level of discipline or for deviating from the Chart of Sanctions will be explained in the disciplinary notice.
 - a. Discipline served to a represented employee, will not be used to aggravate discipline beyond the following time frames: 3 years-non-punitive, 5 years (punitive the notice of intent service date(s) will be used for the starting/ending time period for the above). Any exception to this time frame shall occur only at the direction of the Chief and a written explanation will be provided to the affected employee.

K. Reviewing the Investigative Process

1. When a department investigation (DI) is opened, the department will document the following dates: Opening of the DI, when the investigation is completed (rough draft) and ready for the represented member to review the findings, when the chain of command has made their comments /recommendations, when the DI is sent to HR for review, when HR is done with their review, when

senior staff receives, when senior staff decides final findings/notice of intent to discipline and when represented member is served final findings/notice of intent to discipline.

2. Annually the police department and HR will review the time periods it took to complete discipline matters and improve areas to expedite the process.

L. Written Response to Administrative Investigation

1. Following a departmental investigation being initiated, the department has the option to allow the involved represented member(s) to author a written response to the complaint. This includes response to resistance, accident, and vehicle pursuit investigations.

2. A written statement from involved members will not preclude the department from asking additional questions to address the allegation or to clarify the information presented. When an officer is asked to give a written statement, the department will summarize the complaint, including possible policy violation(s), and present to the member so they can prepare a response.

3. The represented officer(s) will be advised of their right to a peer representative when preparing a written statement.

4. The department will allow the member, along with their peer representative, to view their recordings to complete their written statement; also, before any interview is conducted including during fact finding.

5. The represented member will have at least 3 working days to complete the written response; including reviewing relevant material and conferring with a peer representative. All these activities will be considered on duty time.

M. Conducting Administrative Interviews

1. An administrative investigation (i.e., response to resistance, accident, vehicle pursuit) or notice of investigation (NOI) of a represented member is to gather all relevant information about a potential policy violation(s), to make a finding regarding the complaint(s)/ policy violations(s), to present the facts to Command Staff, and then to make a recommendation on what, if any, disciplinary action should be taken. It's not an interrogation, as reflected in a criminal matter.

2. Whoever is conducting the interview(s), will not discuss their opinions, or verbalize their conclusions during the interview with a represented member. Since the interview of witness or subject officers is to gather facts, it will be conducted in a professional manner and without making criticisms of the represented member.

3. Prior to the interview, the represented members will be allowed to view, with their peer representative, their own recordings of the event (body worn or in camera video).

4. A represented member under investigation will be provided with a copy of all statements he or she has made that are audio recorded or in writing prior to the interview. In the event a re-interview of the represented member is required after the initial interview, the member will be provided with a copy of any prior statements before the subsequent interview.
5. At the time of the scheduled interview, the investigator will make available for review the represented member and/or their peer representative, any material that is being used as the basis for an allegation. Material includes an audio, video, photographs, or documents at the time the internal investigation was initiated, and which is specifically related to the conduct of the represented member under investigation. Material does not include audio recorded interviews of witnesses, or investigative leads captured during the investigative process.
6. Prior to interviewing an involved represented member, PSU or the investigator will document what materials was provided to them.
7. During the course of the administrative investigation, the investigator will not knowingly misrepresent any facts or material issue to the represented member.
8. If the department possesses information or facts which contradict a represented members recollection of those facts under investigation, the investigator will allow the member an opportunity to explain or refute the negative implications of his/her recollection after informing the member of the specific contradiction(s).
9. During internal investigations, questions must be limited to the circumstances surrounding the members alleged violation, and information relating directly to the violation at hand. The interviewer will have prepared, in advance, a list of questions that focus on the complaint. If, during the investigation, new areas of concern arise, the investigation can be expanded to include those concerns.
10. The interview of the represented member shall be scheduled at a reasonable time, preferably while the officer is on duty, or if feasible, during daylight hours.
11. The peer representative may make a request for a caucus prior to, during, or after the interview to bring to the investigator's attention issues which may be violations of the MOU as set forth in this Memorandum or they begin to ask questions outside the scope of the NOI. If there is a dispute that cannot get resolved, there will be an attempt to contact upper management (AC or the Chief) prior to moving forward.
12. Prior to the conclusion of the meeting, the member, or representative on behalf of the represented member, will have the opportunity to make a closing statement.
13. Any response to resistance which results in a Departmental Investigation (DI) will be conducted by the Professional Standards Unit (PSU).

1. When an investigation is completed in draft form and one or more allegations have of finding of “sustained”, the employee will be notified and allowed three (3) working days to review the completed draft form of the investigation. All the material will be made available to the represented member and/or their peer representative at the time of their review.
2. The purpose of this review is to assure that PSU has conducted a thorough investigation from the employee’s perspective and for providing a written response to the investigation prior to any initial recommendations from the employee’s supervisors.
3. The employee can review the completed draft form of the investigation with their peer representative.
4. If the employee chooses not to review the investigation, the employee’s declination will be maintained as part of the completed investigation in written form.
5. If changes are made to an investigation after the review by the represented member, the member and peer representative will be provided a copy of the revised draft of the investigation. The member will have up to 3 working days to review the revised draft and may attach a rebuttal. The rebuttal must be completed within 7 working days.

**O. Represented Sergeants who are the Investigator
(Initial Findings and Recommendations for Discipline)**

Management will not force or attempt to persuade a represented Sergeant from changing their initial findings or recommendations for discipline. However, Management and the Chief reserve the right to author a differing opinion, along with disciplining or discharging represented members for just cause.

P. Addressing Violations within the Investigative Process as detailed in 4.4 Officers Bill of Rights (A-N)

In the event there is a violation to a represented members Officers Bill of Rights as detailed in 4.4 A-N, the represented member and GPOC will be able to address the conflict(s) via the Grievance Procedure outlined in GPOC MOU 5.9 beginning with Step 2.

Q. Serving Represented Members with a NOI, Admonishments, Notice Intent to Discipline, Admin Leave

Management and the City will not have more than two representatives present when they serve a represented member and their peer representative with a NOI, Admonishment, Notice of Intent to Discipline or Admin Leave form. It’s understood the department may need to collect departmental issued equipment and to gather appropriate signatures, along with serving necessary forms and information. *Exceptions would be if it involves a safety consideration. Serving these types of notices will be done in a professional manner and at a location that gives the best chance of keeping the matter confidential.

4.5 - Glendale Police Mediation Program

- A. Mediation is an efficient and effective alternative dispute resolution process that the Glendale Police Department may choose for some of the complaints filed with the agency or to resolve issues between employees (4.4.D). The department encourages the use of mediation to build trust and confidence in GPD.
- B. Upon taking a citizen complaint or when a represented member is reporting a complaint involving another represented member reference a workplace issue, the complainant will be asked if they are interested in resolving the issues via the Glendale Police Departments mediation process. If the complainant is interested, the Professional Standard Unit (PSU) will review and decide if mediation is an appropriate alternative.
- C. Mediation Outcomes: In many cases, after the parties have had a chance to explain their perspective regarding the incident that led to the complaint, and hear from the other party, this increased understanding is sufficient to resolve the complaint. There are no limits to reach an agreement. Although both parties are required to participate in good faith in the mediation, all agreements are totally voluntary and must be agreed to by both parties. Failure to reach an agreement has no impact on any later consideration of the complaint. No further action, reference the initial complaint, will be taken by the department at the conclusion of the mediation. (Exception: EEO related complaints that are not resolved during mediation will have appropriate action taken per City policy).

4.6 – Performance

A. Documenting Negative Performance

PSU entries, Supervisor Notes, and Verbal Warnings: A represented member will have an opportunity to view any entry (department designated database “Blue Team”), supervisor notes, or verbal warning notations within one (1) week of entry into the PSU database, receiving the verbal warning, or the notation being made in the supervisor’s notes. If a supervisor decides to formally document a deficient performance or verbal warning involving a represented member, the following apply:

1. Supervisor’s notations, including deficient performance or verbal warnings, are only to be maintained and made in the Human Resources Management System; no protected information, such as HIPPA information, shall be documented in the Human Resources Management System.
2. Any negative notations a supervisor wishes to document, including deficient performance issues, must be made in the Human Resource Management System within one (1) week of when the immediate supervisor became aware of the issue.
3. Any verbal warnings an immediate supervisor wishes to document must be documented in the Human Resource Management System within one (1) week of or when the verbal warning was given.

4. A represented member will immediately be notified electronically anytime a negative entry by any supervisor in the member's Chain of Command is made into the Human Resource Management System about them.
5. There are no requirements that supervisors must formally document in the Human Resource Management System each time they are providing training, coaching, informal verbal admonishments, verbal warnings, or counseling.
6. A Supervisor may decide to document a negative performance in the Human Resource Management System when they observe a repeated behavior or continual pattern that is not corrected after informal communication or based on severity of the issue.
7. A represented member may, at their discretion, submit rebuttal statements to any Blue Team/HRMS entry, which may be adverse in nature. This must occur within 7 days of when the represented member was made aware of the adverse material. After receiving the rebuttal statement, the supervisor will attach it to the original Blue Team/HRMS entry.

B. Notice of Underperformance

If at any time a represented employee's performance is at a level which fails to meet standards, the member's supervisor shall notify the member in writing as soon as possible. Unless the deficient performance occurs late in the evaluation period, the notice of deficient performance should be given sufficiently in advance of the employee's annual evaluation so that the employee is afforded the opportunity to attempt to improve performance to a meet's standards level. This notice of "deficient performance" should be used in conjunction with previous HRMS entries.

C. Performance Evaluations

1. Human Resource Management System (HRMS) entries are used for completing performance evaluations. Any negative comments made in a represented member's performance evaluation must have previously been documented in the represented member's Human Resource Management System notations. Informal corrective actions (memos of expectation, negative notations in HRMS, counseling, early warning system form PAS) are not required to be placed in a represented member's performance evaluation. Supervisors may consider how the represented member responded to the informal corrective action (such as not repeating deficient behavior or improvements that are made) when deciding if the informal corrective action is included in a performance evaluation.
2. Represented members are entitled to appeal an overall "Does Not Meet" performance evaluation to the Assistant Chief and will be allowed to have a peer representative attend with them.

D. Addressing Discipline in Performance Evaluations

The following guidelines are intended to create consistency in addressing disciplinary actions in the performance evaluation system for represented members. The Department recognizes there may be situations and/or factors which require a departure from these guidelines.

1. Informal corrective actions (Memo of Expectation, Counseling) – include in evaluation
2. Corrective discipline (Memo of Correction, Written) – include in evaluation, individual rating category of “improvement needed”, no restriction on overall rating
3. Punitive discipline (Suspensions 40 hours, or less) – include in evaluation, individual rating category of “does not meet”, overall rating should not exceed “meets expectations”
4. Punitive discipline (Suspensions more than 40 hours, demotions, etc.) – include in evaluation, individual category (or categories) of “does not meet”, overall rating should not exceed “improvement needed”
 - a. In these instances, the Chief of Police may deviate and determine the appropriate rating for the representing member. At the discretion of the Chief these guidelines may be altered. If deviations are deemed necessary, GPOC and Management will meet to discuss prior to final decision making.

E. Accessing and Viewing Body Worn Camera (BWC) Video and Recordings

1. The police department reserves the right to access and view Body Worn Camera (BWC) video and recordings as needed to ensure public trust and promote transparency. BWC video may be accessed by the appropriate designee of the department during the following administrative processes:
 - a. Furtherance of any criminal investigation
 - b. On an as-needed basis to complete internal investigations or during fact finding
 - c. Administrative investigations (response to resistance, vehicle accidents, vehicle pursuits, etc.)
 - d. Public records requests/ the duties of the Public Information Office
 - e. Training purposes
 - f. Officers can view their own BWC recordings to prepare departmental reports, in preparation for court or administrative process
2. Supervisors Accessing BWC recordings:
 - a. Supervisors must have “cause” before viewing any officer’s (BWC) recording. “Cause” is defined as any articulatable information that would lead a supervisor to believe an officer may have violated policy or for a serious officer safety concern on a call.
 - b. Supervisors will utilize statistical tools and reports generated through the BWC program to conduct monthly audits compliance checks of officers’ (BWC) usage to ensure adherence to the BWC user guidelines.
3. Viewing BWC video should be focused on the incident in question and relevant to the investigative scope. The viewing of (BWC) videos for purposes other than what is outlined above is not authorized.

4. Nothing in this section prohibits the Chief from issuing an order to utilize BWC video review to investigate or attempt to corroborate a potential pattern or practice of misconduct or to comply with other legal obligation.

4.7 - Post Discipline Relief

A represented member may formally request relief from the post disciplinary period in writing to the Chief of Police after 50% of the minimum post disciplinary period has passed. The employee must show cause for why the period should be rescinded. The decision of the Chief to grant the request will be final and not subject to appeal.

4.8 - Early Warning System

The police department agrees to have an Early Warning System that includes discipline issues, traumatic events, and significant exposures.

4.9 – Use of a Personal Cell Phone

Represented members are not expected nor advised to use their personal electronic devices for official police business due to the risk of being required to surrender and have searched their personal electronic devices for purposes of public record requests and disclosure in criminal and civil litigation.

4.10 – Administrative (Tactical) Review Board

A. Represented members will be served a notice of their rights (detailed below) when they are being required to participate in an administrative tactical review board:

1. The board is to be non-disciplinary; no disciplinary action will result from a represented member participating in the process.
2. Any statements made by a represented member will not be used against them in any of other administrative or criminal action relating to the incident being reviewed
3. Represented members will have the right to have a peer representative with them during the review board.
4. Audio recordings will not be made of represented members statements

4.11 – Accommodation Requests

A. EEOC and ADA related accommodation requests for an adjustment or change at work, should be routed through the City of Glendale Human Resource Department.

B. OSHA, equipment and uniform related accommodation requests should be routed through the Police Administrative Commander.

4.12 – Peer Representative Role

A. The Peer Representative primary role during an officer involved shooting or serious critical incident is to focus on the health, safety, and wellness of the involved represented member. The peer representative will be with the represented officer throughout the administrative proceedings and will work with police management to ensure the following occurs:

1. Represented member was evaluated for injury and medical treatment rendered if needed
2. Represented member evaluated for blood or bodily fluid exposure and ensure decontamination process occurred
3. Represented member receives mental health support; facilitating coordinating resources
4. Represented member can speak to their emergency contact
5. Represented member is moved timely from the scene until walk thru occurs
6. Represented member has eaten and was given drinks and fluids
7. Ensures represented member's attorney is called and present for criminal proceedings and has opportunity to meet with represented member prior to interview
8. Verifies the detailed list of what equipment was taken from officers and purpose (evidentiary, decontamination, etc.) and will meet with supervisors to find out how represented officer will get equipment replaced prior to returning to work
9. Ensures represented member is aware of action items that need to occur prior to returning to work (mental health evaluation, range for qualification, etc.) and acquire point of contact numbers

4.13 – Contacting Represented Member Off Duty

Represented members will be compensated while off-duty, when they are contacted by the department for official work-related duties; this does not include time sheet issues, callback for unplanned critical incidents, scheduling updates and offering opportunities to work. Represented members will be compensated in fifteen-minute intervals.

4.14 – Public Records Request and Release of Video(s)

The police department agrees to notify represented member(s) of public records requests and/or body worn camera (BWC) video requests, prior to its release. The affected member will have the opportunity to view the recordings and video footage, based on the members availability, so long as the request does not hold up the required release of information.

4.15 – Grooming Standards- Facial Hair

Represented members are authorized to wear facial hair (sideburns, mustaches, beards, and goatees). Facial hair will be maintained and in compliance with the guidelines outlined in departmental policy. Honor Guard members and personnel assigned to work at the Police Academy are not authorized to wear facial hair.

4.16- Involuntary Movement – Process

An involuntary movement is a permanent change in a unit of assignment not requested by the represented member.

- A. The Police Department will provide the represented member with at least two pay period's advance notice (28 days) of the movement.
- B. The notice from the Police Department shall list all current and anticipated openings for which the represented member is qualified. The member shall not be limited to the openings listed if the department could make other arrangements. If multiple positions are available, the member shall be permitted to select the position to which he/she shall be moved to.
- C. When an involuntary movement is required to fill a vacancy within the Patrol Bureau, it shall be accomplished by inverse Department seniority.
- D. When an involuntary movement is required involving a performance-based assignment as a result of a reduction in the number of available positions within a unit, elimination of a unit or redeployment, it shall be accomplished by inverse unit seniority. If two or more represented members are displaced and wish to move to the same available position, the represented member with the most Department seniority will be moved to the position.
- E. Any exceptions to the above shall be made by a Bureau Chief, who shall inform the involved represented members in writing. The exception must be necessary for bona fide operational reasons or to meet a specific Department need for special, bona fide qualifications or experience. In instances where more than one member has the needed qualifications or experience, the least senior employee, as defined by subsection above, shall be moved.
- F. Upon the submission of a prompt written request, the employee's Bureau Chief or his/her designee shall meet with the employee to discuss the basis for the involuntary movement.
- G. The represented member will be afforded adequate time to close out their case load or redistributed to someone else, if applicable, as to not carry over outstanding work to their new assignment.

4.17 - Assignments and Duration

- A. Represented members, in good standing, are eligible to test for assignments. The Glendale Police Department has the following types of assignments:

1. NON-ROTATIONAL ASSIGNMENTS

- a. Position requires the member to be on a rotational call-out list as defined in GPOC MOU 6.4.4.
- b. Every year in January, the member must submit a request (memo) to remain in the position. *The request will be evaluated by the chain of command for approval/ denial.

2. CHIEF'S DISCRETIONARY ASSIGNMENTS

- a. Position is chosen by the Chief and is "at will" as defined in general order #21.070.
- b. Every year in January, the member must submit a request (memo) to remain in the position. *The request will be evaluated by the chain of command for approval/ denial.

3. ROTATIONAL ASSIGNMENTS

- a. Position is a rotated assignment as defined in general order #21.070.
- b. Sergeants in any assignments will continue to be rotated as defined in general order #21.070.

B. Annual memo to request to remain in a "Non-Rotational and Chief's Discretionary" assignment: In addition to the represented members overall performance, the working relationship with others and cumulative work exposure will be a consideration.

- 1. A member's experience and performance in the position are equally important as a positive working relationship with others in the unit/department. The member's daily behavior and how they interact with other personnel, can be grounds to be removed from the assignment.
- 2. The department is committed to the mental well-being of members. Some assignments have special stresses and challenges, such as violent crime and sex crime detectives. When the department recognizes an assignment is negatively affecting the member, the department can consider transferring them to protect against further traumatic exposure. This will only occur after other interventions have been attempted, and in cooperation with the employee assistance unit.

C. Non-rotational assignments and Chief's discretionary assignments will receive assignment pay as detailed in GPOC MOU 6.4. Rotational assignments do not receive assignment pay.

4.18 - Performance Based Assignment Deficiencies and Transfers

A. Management reserves the right to remove a represented member from their performance-based assignment if they are underperforming. In these instances, management will give written notice to the member (Notice of Deficient Performance 4.6.B / Notice of Intend to Remove) when they are underperforming.

B. A movement based upon inadequate performance shall only occur if the Department has documented a repetitive performance deficiency and informed the employee, and the member had a

reasonable opportunity to address the performance deficiency, no less than thirty (30) and no more than ninety (90) days. When making the transfer, the Department will give good faith consideration to the employee's preference for a new assignment

C. The performance deficiency to be corrected must be based on objective criteria that are evenly applied across similar units of assignment. The performance deficiency identified as needing correction cannot be simply general statements. The employee shall be given a written explanation of the concerns, which shall include sufficient facts or examples of the members failures to meet the objective criteria to assist the member to understand the issue and specific actions the employee can take to satisfactorily address the employer's concerns.

**As detailed in GPOC MOU 4.17 - In addition to the represented members overall performance, the working relationship with others and cumulative work exposure will be a consideration.

D. This may coincide with the mid-term and final evaluation. The supervisor will meet with the member at 30 and 60-day time intervals to provide feedback as to their progress. After 90 days if the member is still not meeting standards or not performing at the level they should be, based on their tenure in the position, they will be transitioned back to patrol and placed appropriately based on their seniority. If they improve their performance to an acceptable level, they can remain in their position.

E. In the future if they underperform again, they will be given notice and can be removed without being afforded the 90-day period to improve. This transition will occur in compliance with GPOC MOU 4.16 Involuntary Movement Transfers.

F. Management reserves the right to remove a represented member from an assignment for serious (punitive) discipline related matters. In these instances, they will be transitioned back to patrol and placed appropriately based on their seniority.

G. The actual time a represented member spends participating in a testing process for promotion or a performance-based assignment will be considered on duty time when the process occurs outside of the members regular work schedule.

H. Overtime is not authorized for participation in these processes; however, the members' work schedule may be adjusted to accommodate participation in the testing process, or the actual hours may be flexed based upon staffing needs.

4.19 - Testing Assignment to Assignment

Represented members will be allowed to test from one assignment to another assignment. However, management reserves the right to pass over the member if they believe it's not in the best interest of the department to take them from their current position. (i.e. they've been provided training for their current position and haven't been in that position for a very long period, there are performance issues/concerns in their current position, etc.).

4.20 - Lodging for Out-of-Town Travel

Every employee required to travel and stay overnight for investigative purposes or for Department-approved training shall be entitled to a single-occupancy room. The cost of such accommodations shall not exceed the maximum lodging rate established by the City unless the additional cost is expressly approved by the Police Department.

ARTICLE 5 – Representation

The Employee Organization, as the authorized representative, has the exclusive right to serve as the Meet and Confer representative of the Represented Employees, as certified in accordance with the Ordinance.

5.1 - Except as provided herein, all the business of the Employee Organization that requires the involvement of employees shall be conducted during non-work time. Employee Organization business shall not in any manner disrupt, delay, or otherwise interfere with the operations of the City or efficiency of those operations.

5.2 - GPOC Standby Positions

The Police Department agrees to provide the Employee Organization with two (2) paid standby position(s) for the purpose of supporting and representing officers involved in critical incidents, health, and safety matters. The employee organization standby position(s) shall receive forty dollars per regular scheduled workday and sixty dollars per regular non-scheduled workday.

5.3 - GPOC Full Time Union Positions

The city benefits from harmonious and cooperative relationships between the city and its employees. The purpose of the Employee Organization is to work with the City Manager on behalf of an employee group regarding issues such as wages, hours, non-healthcare related benefits and working conditions. The city agrees to provide the Employee Organization 4,160 hours (two full time release positions) hours for the purposes of conducting City-related Employee Organizational business related to the meet and confer process and the Organizational Cooperative Process (OCP). As the purpose of the meet and confer is to represent an employee group on issues such as wages, hours, non-healthcare related benefits and working conditions, paid work performed by GPOC must be for City-related business only. As such, legislative representation can only be conducted in coordination with the City Manager and the Public Affairs Department consistent with the City's legislative agenda. Additionally, it is further required that any paid work performed under this section comply with the following:

- A. Time must be authorized if it results in overtime for the Department or creates operational issues for the Department as determined by the Chief of Police.
- B. The activity to be engaged in cannot create a conflict of interest between the Association and the City.

C. The time used must be considered in accordance with the overall mission and values of the City. While the City Manager and the Employee Organization may professionally disagree on certain issues, they will abide by the professional code of conduct in accordance with Human Resources Policy No. 504, Employee Conduct, and they must endeavor to maintain the professional relationship between the City and the Employee Organization.

D. The 4,160 hours (two full time release positions) are considered regular hours worked for the purpose of compensation including benefits for services rendered to the City and the City shall continue to make contributions to the Public Safety Personnel Retirement System required by law as to maintain their full eligibility under the PSPRS guidelines.

E. Use of the 4,160 hours (two full time release positions) does not preclude participation in all appropriate training requirements to maintain officer qualifications for the Department to include all training mandated by the Arizona Peace Officers Standards and Training Board.

F. Use of the 4,160 hours (two full time release positions) does not preclude being bound by the Department's policies, procedures, including proper notification when utilizing sick or vacation leave and may be subject to disciplinary action for violations of any such policies or procedures.

F. Use of the 4,160 hours (two full time release positions) is expected to include serving as a representative, attend meetings and participate on citywide committees and task forces. GPOC will be offered, at minimum, positions on the following committees, planning and/or RFP groups; total compensation, medical benefits, dental benefits, vision benefits, third party workers compensation administrator, deferred compensation, wellness/safety, risk management, or any planning group related to a potential health and safety risk.

G. The Chief of Police has authority to approve additional duty time for other GPOC members to attend conferences/training and any other needs as deemed beneficial to the department. In addition, the City shall authorize up to 600 hours of overtime for the designated Employee Organization Representatives to conduct Organization business, attend training and meetings as part of the Organizational Cooperative Process (OCP), including the meet and confer process. Also, the City will authorize the following:

1. Represented members have the right to a peer representative during administrative or internal investigations and as otherwise outlined in section 4.4, 4.12 and 5.11.C of the GPOC MOU. Peer representation shall be considered on duty time.
2. GPOC negotiations team will be allowed to conduct all negotiation related activities on duty time.

5.4 - Positions on Department and City Committee's

GPOC will be notified and offered positions on Department/City committee's reference operational planning for significant special events for the purpose of providing input on safety matters, working conditions and designation of equipment/ uniform attire for represented members.

5.5 - Notifications and Meeting with New Represented Members

A. The Human Resources Department shall provide to the Employee Organization, upon written request, a monthly list of all employees and their work locations who are eligible to become Represented Employees that are new to the Police Department. The costs related to the production of such employee list shall be borne by the Employee Organization.

B. Whenever the City hires a Police Recruit or sworn Police Officer as a new employee, the Police Department will inform GPOC in writing of such employment, giving the name, date of hire and job classification of the new employee.

C. The labor Association and the Department (E.A.U) will jointly present a 4-hour Employee Wellness course to recruits who are expected to become sworn police officers. Immediately following, the labor Association will be allowed 1 hour to talk to and possibly sign newly sworn police officers into the Association and to explain the rights and benefits under the MOU. This time will be allotted prior to reporting for the first patrol training shift.

D. Human Resource agrees to use its best efforts to inform GPOC in all instances when an employee represented by GPOC retires from the City, giving the name, job classification and date of retirement.

E. Employees' home addresses, personal telephone numbers, and personal identifying information shall not be released to the Employee Organization unless the employee has provided prior written authorization for the release of this information to the City's Human Resources Department.

5.6 - Preparing for Negotiations and Printing MOU

A. Upon written request to the Police Chief, the City shall provide the Employee Organization with non-confidential and readily available information that is necessary for the Employee Organization to prepare for effective and efficient meet and confer process, including the city's analysis of its financial status. Any costs associated with producing such information shall be borne by the Employee Organization.

B. Within sixty days that this Memorandum is adopted by the City Council, the Organization will arrange for printing of jointly approved copies of it for furnishing one to every represented member, unit supervisor and to management personnel. The cost of such duplication and distribution will be borne equally by the Association and the City.

5.7 - Labor and Police Management Committee

Labor and Police Management acknowledge that a harmonious working relationship is essential to the success of this agreement, and that a working relationship based upon cooperation and mutual recognition of each other's positions, with regard to issues that affect officers, will enhance department operations.

A. The Joint Labor-Management Committee will mutually explore departmental issues and seek joint recommendations for resolutions to problems that may arise in the workplace. The Joint Labor-Management Committee consists of three (3) representatives of the Department (The Chief and two

Assistant Chiefs, or designees), and four (4) representatives of GPOC (Presidents and Vice Presidents or designees).

B. The Joint Labor-Management Committee is designed to allow representatives to review workplace issues in a positive manner. This cooperative and mutual working relationship is advisory only and not intended to supplant management initiatives or decision-making authority.

C. The Chief, the Glendale Police Department, or the City, is not bound to implement any resolution recommended by the Committee, except as specified to in other articles contained in this agreement.

1. The Joint Labor-Management Committee shall have no bargaining authority. Disposition of matters covered in the Joint Labor-Management Committee shall not contradict, add to, or otherwise modify the terms and conditions of the agreement.

D. The Committee shall meet regularly, at least bi-monthly, at an agreed upon date, time and location. Additional meetings may be held, as necessary, at the direction of the Chief.

1. Items to be placed on the agenda shall be forwarded to the Chief at least seven days before the regular scheduled meeting so that relevant data, documents, and information may be gathered and distributed to the members of the Committee, prior to the meeting.
2. The business of the meeting shall be conducted informally, in respectful and constructive fashion. Every member of the Committee shall be furnished with all relevant documentation, or other information necessary for full consideration of any issue on the agenda, to the fullest extent allowed by law and/or departmental policy.

E. The Committee shall exchange information, while providing input and solutions for the good of the organization, on matters that include:

1. Responding to requests for input from the Chief
2. Health & safety, working conditions, equipment, employee welfare, etc.
3. Workforce staffing and allocation (bid committee)
4. Department policy or procedural changes
5. Departmental operations and budget
6. Department operational planning related to significant special events including National Special Security Events, as designated by the U.S. Department of Homeland Security
7. Audio/Visual Recordings; Body Camera's
8. Demobilization or Reorganizational Plans
9. Implementing "Code Red" or Emergency Staffing (as soon as practical)

F. GPOC members shall be deemed to be in an on-duty status while attending such meetings.

G. In conjunction with the spirit of the Joint Labor-Management agreement, GPOC shall be notified when a represented employee is involved in a major incident, such as sustaining a serious injury,

shooting, or a serious accident, and a notification/call is initiated per Glendale Police Department procedures.

5.8 - GPOC Opportunity to Meet with Squads/ Units

To improve communication and relationships between labor and management, the labor Association will be allowed an opportunity to attend one mutually agreed upon briefing quarterly with each squad to discuss Association business and issues of mutual concern to labor and management. GPOC will utilize best efforts to provide advance notice of meeting.

5.9 - Glendale Police Department Grievance System

The Glendale Police Grievance system provides a just, effective, and equitable method for the prompt resolution of problems without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance. The grievance system provides for an orderly, informed and confidential process for represented employees to have their issue and/or concerns considered in a fair and expedient manner without fear of reprisal. Every effort should be made to find an acceptable solution at the lowest possible level of supervision.

A. Informal Resolution- As a matter of good labor-management relations, the parties encourage any represented member who believes that he/she has a bona fide grievance to discuss and attempt to resolve it with his/her immediate supervisor as designated by the Chief or designee.

1. if the above informal discussion is held and does not resolve the grievance, the represented member may file a formal grievance in accordance with the following procedure.

B. A grievance is a written allegation by a represented member, that their rights, benefits, privileges, interests, or due process, provided for in the Memorandum of Understanding (MOU), City's policies and/or procedures, have been violated, misapplied or misinterpreted in any particular case. If a number of represented members file separate grievances on the same matter seeking the same remedy, the grievance may be allowed to be handled as a single grievance. The grievant's peer representative is allowed to be present at all meetings/ hearings with the grievant.

C. A grievance shall not include any of the following: Any matter on which the City is without authority to act, any proceedings for any disciplinary action of an employee, the evaluation of any employee's performance, and the content or structure of the classification system.

D. The Glendale Police Officers Coalition may, in its own name, claim that there is a breach of the memorandum of understanding. The Employee Organization will use the exclusive process outlined in Ordinance #2433, Section 2-86: Resolution of Claims of Breach of the Memorandum of Understanding.

E. Grievance Procedure

Step 1:

The represented member shall reduce their grievance in writing by signing and completing all parts of the “grievance form” provided by the Glendale Police Department and submit it to his/her immediate supervisor within twenty (20) calendar days of the initial commencement of the occurrence being grieved. The supervisor shall further consider and discuss the grievance with the grievant and the grievant’s peer representative as deemed appropriate, and shall, within fourteen (14) calendar days of having received the written grievance, submit his/her response in writing to the grievant. The parties by written agreement may move the grievance to Step 2.

Step 2:

If the written response of the immediate supervisor does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the Glendale Police Department form and presenting it to his/her Division or Bureau Commander within fourteen (14) calendar days of the grievant receipt of the immediate supervisor’s response. The Division or Bureau Commander may investigate the grievance and may set a meeting with the grievant, the grievant's designated peer representative and such other personnel deemed appropriate to consider the grievance. Within fourteen (14) calendar days of receipt of the grievance, the second level of review shall submit a response to the grievant and the grievant’s representative.

Step 3:

If the response of the second level of review does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the Glendale Police Department form and presenting it to the Police Chief within fourteen (14) calendar days of the grievant’s receipt of the Step II response. The Chief or designee shall conduct a hearing within fourteen (14) calendar days of receipt of the grievance regarding the grievance at which the grievant shall be afforded the opportunity to fully present their position and to be represented. Within fourteen (14) days of the hearing, the Police Chief or designee shall submit a response to the grievant and the grievant’s peer representative.

Step 4:

After the Department Head’s decision, the grievance, as originally written and the attached response from the Department Head must be submitted to the HR Director within fourteen (14) calendar days of receipt of the Department Head’s answer. The HR Director shall, within fourteen (14) calendar days of the receipt of the grievance, meet with the Department Head or designee and the represented member and their representative in an attempt to resolve the grievance. The HR Director shall then submit written recommendations for resolution to the represented member and Department Head within fourteen (14) calendar days of the meeting.

*****Resolution conference:**

After a grievance has been submitted at Step 5 to the Grievance Committee, either the grievant or the agency may choose to request a resolution conference. A resolution conference is an informal meeting between the parties with the assistance of a neutral facilitator, provided by the Division of Human Resource Management, who is not affiliated with either of the parties. The resolution conference option provides an additional opportunity for a grievance issue to be discussed and for possible solutions to be considered. If the Grievance Committee has notified the parties of

consideration of the date on which it will hold a hearing to consider the grievance, the request for a resolution conference may not be submitted less than 15 working days before that date.

Step 5:

If there is no resolution after the written recommendation is made from the HR Director to the represented member and Police Chief, the grievant may, within fourteen (14) calendar days of the Step 4 response, appeal the grievance by signing and completing the Glendale Police Department form and presenting it to the Grievance Committee. The Grievance Committee shall be composed of: Chairman - A member of the City Manager's Office designated by the City Manager. Secretary - A designee of the HR Director. Member - A different City department head on a rotating schedule. Member - GPOC President or designee. The Grievance Committee shall schedule a hearing regarding the grievance at which the grievant shall be afforded the opportunity to fully present their position and to be represented. If the grievant so elects in writing within the above time limit, in lieu of such hearing, the grievance may be reviewed by an arbitrator. The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties shall, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties and shall be bound by the following: The arbitrator shall be bound by the language of the Memorandum of Understanding and departmental rules and regulations consistent therewith in considering any issue properly before them. The arbitrator shall expressly confine themselves to the precise issues submitted to them and shall have no authority to consider any other issue not so submitted. The arbitrator shall be bound by applicable State and City law. The Grievance Committee or the arbitrator shall submit findings and advisory recommendations to the grievant and to the City Manager. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the grievant and the City. The City Manager shall, within fourteen (14) calendar days of the receipt of the written findings and recommendations, make the final determination of the grievance and submit it in writing to the grievant and the designated representative.

F. Time Limits

Failure of City Management representatives to comply with time limits shall entitle the grievant to appeal to the next level of review; and failure of the grievant to comply with said time limits shall constitute abandonment of the grievance; except however, that the parties may extend time limits by mutual written agreement in advance.

5.10 – Voluntary Controlled Substance Referral Protocol

A. Any represented member who believes they are, or they may be affected by a controlled substance abuse problem are encouraged to seek help without fear of disciplinary action. This protection does not apply to a represented member who is currently under investigation or pending disciplinary action for a controlled substance abuse problem. Assistance may be requested by the represented member or through referral by another employee, union representative, family member or the Employee Assistance

Unit; the represented member shall not be subject to administrative investigation or disciplinary action as a result of such notification. EAP Human Resources will be immediately notified, and the employee will be referred to the Employee Assistance Program (EAP) or similar City approved program for evaluation and rehabilitation if indicated. The represented member shall sign an agreement with the City agreeing to the following:

1. Confirmation of contact with EAP or City approved program
 2. Confirmation of EAP or City approved program Assessment (initial evaluation and referral, if necessary)
 3. Agreement to comply with treatment recommendations, including reports of participation and duration of expected treatment
 4. Attendance at the recommended course of treatment (including dates of attendance)
 5. Termination of the treatment plan, with recommendations, if any
 6. Signed Release of Information form, authorizing EAP or City approved program to disclose the following information to any treatment providers the employee is referred to assure compliance with SAP recommendations and to coordinate care between EAP and any providers to which employee is referred: this includes the reason for referral, the EAP evaluation findings and recommendations. The signed release will also allow the City to receive attendance records for the recommended course of treatment, final recommendation by SAP, including a confirmed negative drug and alcohol result at the conclusion of the program.
- B. Withdrawal from or failure to participate in the EAP or similar City approved program and prescribed rehabilitation will result in the represented member successfully completing a “fit for duty” evaluation from a Substance Abuse Professional before being released back to their normal work duties.
- C. EAP will treat all medical information including individual counseling and treatment as confidential, with the exception of rehabilitation recommendations, attendance records, and confirmed negative drug result from the SAP after completion of the prescribed rehabilitation.
- D. The City will use licensed personnel when a represented member seeks services via the City’s EAP program; licensed physician, licensed social worker, licensed psychologist, or addiction counselors certified by NAADAC or ICRC.
- E. Special Medical leave hours can be used for the counseling and treatment program in compliance with section 7.27 of the MOU. If the represented member withdraws or fails to successfully complete the program, they will reimburse the City for any Special Medical leaves hours utilized.

F. Employees will be returned to service upon recommendation of the SAP along with any prescribed rehabilitation plan. After being returned to service, the City will follow the prescribed rehabilitation from the SAP.

5.11 - Drug and Alcohol Testing

- A. A represented member shall not be subject to any random drug or alcohol testing.
- B. Any drug and alcohol testing of a represented member will be done utilizing a swab, urine or breathalyzer test.
- C. A represented member will have the right to have a peer representative with them for any reasonable suspicion or post-incident related alcohol and drug testing.

5.12 – Disclosures at Work Regarding Mental Health, Personal, Family or Alcohol Related Issues

If a represented member discloses at work, or to another employee, they are struggling with a mental health, personal/family or alcohol related issue(s) the following will apply:

- A. The represented member will be asked to seek voluntary assistance from the departments Employee Assistance Unit and they will be given a copy of the “Mental, Behavioral and Family Resource Guide’ and “the FMLA and Special Medical Leave” informational document.
- B. The department will take no administrative action against the represented member based solely on their disclosure.
- C. If the disclosure involves danger to the represented member or to the public, the department may require the represented member to have their medical professional complete a FMLA Employee form for a medical release/ medical opinion on duty status based on their job requirements. The Chief of Police will make the decision reference a represented member being required to complete a FMLA form following their disclosure.
- D. Exceptions: (1) The represented member cannot use the disclosure guidelines, as indicated above, for justification for an incident already under investigation. (2) If a represented member makes a disclosure while being under investigation and the disclosure is not specifically related to the investigation, the above rules will still govern the disclosure.

5.13 – City Policy Change

- A. The Human Resources Department, or applicable City Management, shall notify and provide to the Employee Organization an opportunity to review and discuss any proposed changes to any city policy, including any temporary policies or policy amendments made as a result of an emergency declaration, concern of civil unrest, or outbreak such as the COVID-19 pandemic, that will specifically affect the represented members of the Employee Organization. GPOC would be notified and be able to review

possible changes of policy prior to being a final draft format. If any concerns or issues pertaining to the changes are present, the HR Director or appropriate City representative, will agree to meet with GPOC to discuss the issue. The Police Chief, HR Director, or designee(s), and/or appropriate City management would be present. Any comments regarding the policy changes will be included in the packet that will be presented to the personnel board (if HR Policy related). If the item is related to HR Policy, during the personnel board meeting the bargaining unit may present during the comments portion of the meeting their concerns pertaining to the proposed policies/policy changes at their discretion. This phase will be for input only. Policy changes will continue to be implemented through the HR Director and City Manager approval process.

B. In the event another recognized labor association in the City negotiates a benefit that would require a change to HR policy or any city directive, the GPOC leadership will be advised of the negotiated change and will have opportunity to review and provide input on the proposed change(s) prior to those changes going into effect.

5.14 - Notification of Board Meetings

The labor Association will be notified electronically of Use of Force Boards and Disciplinary Review (Personnel) Boards at the time of scheduling.

ARTICLE 6 - Wages

6.1 –Base Wage Step Plan

A. Represented Employees shall receive base wages in accordance with the step plan as set forth the MOU. The City shall determine the qualifications by which any employee moves between steps. July 1st of each year, a represented employee shall be moved from his or her current step to the next highest step in their pay range, up to the maximum step of the range, unless he or she receives an overall annual performance rating of Does Not Meet Expectations. An employee who receives a rating of Does Not Meet Expectations shall remain at his or her current step number and corresponding step amount until performance meets requirements for that fiscal year. In accordance with Human Resources Policy 501 II B 2, if an extension of the performance appraisal period is warranted, the supervisor shall review the employee at the regular performance appraisal date and justify the extended period. The Police Chief is authorized to extend a performance appraisal period and withhold a step increase, until performance meets requirements. Step increases, withheld at the regular performance appraisal date, are not retroactive to that date. Pay overlap shall not occur between any steps in the step plan and the number of steps will not be increased or decreased during the term of this MOU. Any adjustments to the steps during the terms of this MOU within a grade shall be equal across all steps within that grade.

B. Effective July 1, 2022: All steps (officers and sergeants) were increased by 6%. For July 1, 2022, represented members will remain in their current step. Due to the step ranges being increased by 6%, topped out and non-topped out will all get a 6% raise; unless a member does not receive an overall annual performance rating of “Does Not Meet Expectations”, as detailed above. When they meet the requirements, they will be eligible for the 6% market adjustment, and remain in their step.

C. Effective July 1, 2023: All steps (officers and sergeants) were increased by 6%. For July 1, 2023, represented members will remain in their current step. Due to the step ranges being increased by 6%, topped out and non-topped out will all get a 6% raise; unless a member does not receive an overall annual performance rating of “Does Not Meet Expectations”, as detailed above. When they meet the requirements, they will be eligible for the 6% market adjustment, and remain in their step.

6.2 - Base Wages

Represented Employees shall receive base wages in accordance with the step plan as set forth in the following chart. Effective July 1, 2022, all the below steps were increased by 6%. Effective July 1, 2023, all the below steps were increased by another 6%.

Officers Step Plan	Current	July 1, 2022	July 1, 2023
Step 1	\$ 58,214.00	\$ 61,706.84	\$ 65,409.25
Step 2	\$ 61,124.00	\$ 64,791.44	\$ 68,678.93
Step 3	\$ 64,181.00	\$ 68,031.86	\$ 72,113.77
Step 4	\$ 67,390.00	\$ 71,433.40	\$ 75,719.40
Step 5	\$ 70,759.00	\$ 75,004.54	\$ 79,504.81
Step 6	\$ 74,297.00	\$ 78,754.82	\$ 83,480.11
Step 7	\$ 78,012.00	\$ 82,692.72	\$ 87,654.28
Step 8	\$ 81,913.00	\$ 86,827.78	\$ 92,037.45

Sergeants Step Plan	Current	July 1, 2022	July 1, 2023
Step 1	\$ 96,358.00	\$ 102,139.48	\$ 108,267.85
Step 2	\$ 101,177.00	\$ 107,247.62	\$ 113,682.48
Step 3	\$ 106,236.00	\$ 112,610.16	\$ 119,366.77

A. All movement from one step to the next will occur on July 1st unless otherwise provided below.

B. In accordance with Human Resource Policy 201 Section IIA8, the initial review period for all sworn employees in the Police Department is twelve months. An extension to this period may be granted in accordance with this same policy. In accordance with the MOU, an employee will not be represented by the Employee Organization until he or she successfully completes the initial review period. An employee hired as a Police Officer Trainee will remain in that classification from date of hire until the date of graduation from the Training Academy. After graduation from the Training Academy, a Police Officer

Trainee will be promoted to Police Officer Step 1. The employee will hold Police Officer Step 1 for a full twelve-month period, after which the Represented Employee will move from Police Officer Step 1 to Police Officer Step 2. The Represented Employee will subsequently move to Step 3 on the next July 1st and move through the steps in accordance with the MOU.

C. When a Represented Employee is promoted from Police Officer to Sergeant, the Represented Employee will move to Police Sergeant Step 1 on the date of promotion and will move to Step 2 on the next July 1st unless the represented employee is still on probation. If the represented employee is on probation, they will remain in their step until completing the six (6) month probationary period. Upon successful completion, the represented employee will move to Step 2, and the represented employee will subsequently move to Step 3 in July during the normal annual step increases and performance appraisals.

6.3 - Salary on Promotion

Employees that promote from one represented position to another shall be paid wages equal to the lowest step within the new pay grade.

MOU ADDITIONAL PAYS

6.4 Assignment Pay and Hazardous Duty Pay

A. All non-rotational and Chief's discretionary assignment positions shall be supplemented by payment of an additional 3% of the hourly rate calculated from Section 6.2 Base Wage in addition to their normal rate of pay.

B. Full-Time Hazardous duty assignments (SWAT, K-9, EOD, and Motors) shall be supplemented by payment of an additional 5% of the hourly rate calculated from Section 6.2 Base Wage in addition to their normal rate of pay.

C. Rotational assignments are not eligible for assignment pay

D. Assignment Pay will be included as part of base wage for purposes of calculating overtime.

6.5 - Part-time ERU members Pay

Part-time ERU members (those not in a full time ERU SWAT/EOD position) are eligible to receive in addition to assignment pay detailed above, an additional 5% hazardous duty pay.

6.6 - Field Training Sergeants and Field Training Officers Pay

When a Represented Employee successfully completes all of the required training, successfully completes the required testing process, secures the appropriate certification (if required), and is assigned to a position designated as a Field Training Sergeant to whom the Field Training Officer and the Officer in Training are assigned, or as a Field Training Officer, the Represented Employee's wages shall be supplemented by

payment of an additional 5% of the hourly rate calculated from Section 6.2 Base Wage in addition to their normal rate of pay.

6.7 - Assignment Training Pay for Represented Members

A. Upon initial assignment into a unit, members may receive training from a designated “training officer” or “training sergeant.” A “training officer” or “training sergeant” is defined as any represented member who has been tasked by that unit’s commander to provide newly assigned employees with the initial training necessary for the performance of their duties in the assignment.

B. Assignment Training Pay will be paid to a represented member when they have been tasked by that unit’s commander to provide newly assigned employees with the initial training necessary. While performing these training duties, the represented member’s wages shall be supplemented by payment of an additional 5% of the hourly rate calculated from Section 6.2 Base Wage in addition to their normal rate of pay. To qualify for this supplemental pay, the “training officer” or “training sergeant” must document their training efforts in a manner prescribed by that unit’s commander. In no case will the supplemental pay exceed 120 hours for the training of any single newly assigned employee.

6.8 - Shift Differential Pay

A. Represented members assigned to a swing shift shall receive an additional .80 cent an hour: shift beginning from 11 am – 5 pm.

B. Represented members assigned to a graveyard shift receive an additional \$1.00 an hour: shift beginning from 5:01 pm – 4.59 am.

C. Shift differential pay applies to all the hours worked, not just the hours during covered periods.

D. Shift differential pay will be considered part of a represented members base wage when their normal duty assignment is a swing or graveyard shift for purposes of calculating payment for sick, vacation, holiday, compensation and any other form of leave time.

E. Shift differential pay must be included in the calculation of the regular rate of pay used to compute a represented members overtime rate.

6.9 - Call Out Pay

A. Anytime a represented member is called back to work after leaving a City facility at a time other than their regularly assigned shift, the represented member will receive a minimum of three (3) hours pay at time and one-half the represented member's base pay calculated to the nearest quarter (1/4) hour; except a represented member shall not be eligible for additional compensation during that three-hour period.

B. Compensation for a represented member who is called out at times other than their regularly scheduled shift will begin at the time the represented member is notified. The compensation will continue up to thirty- minutes beyond the completion of their duties for which the represented member was called out, or until the member returns to his/her residence, whichever is first. Where applicable, the travel time shall be paid only if the total work and allowed travel time exceeds the minimum call-out guarantee. Travel time shall not apply when a represented member is working overtime planned in advance.

1. A represented member beginning an overtime period within three (3) hours or less prior to their regularly scheduled duty reporting time, will be compensated from the time the overtime period begins to the time the member is scheduled to report for duty; except a represented member shall not be eligible for additional compensation during that period.

6.10 - Stand-by Pay

When a represented member is required and assigned to be available for immediate emergency call-out at times that he/she is not otherwise on duty, and he/she complies with departmental regulations incident thereto, he/she shall be compensated forty dollars per regular scheduled workday and sixty dollars per regular non-scheduled workday. If the Represented Employee is called to report to work, he or she shall be paid for a minimum of three hours work, or the actual time worked if greater than three hours, for the activities as outlined in Police Department Policy and Procedures 21.321.A.

The following represented positions are designated as unrestricted stand-by paid positions:

- Criminal Investigation Division – 12 positions
- PIO - 1 position
- PSU - 1 position
- Vehicular Crimes - 3 positions
- Phlebotomist - 1 position
- MOTORS/Drug Recognition Expert (DRE) - 1 position
- Joint Terrorism Task Force -1
- Terrorism Liaison Officer - 1
- SWAT - 9 positions
- EOD – 2
- K-9 - 1
- Safety Officer - 1 position
- Employee Assistance (CISM) – 1 position

6.11 - Canine Assignment – Special Compensation

Each Glendale Police Department canine handler that kennels his/her canine at his/her home shall receive the equivalent of four (4) hours of straight pay in addition to their normal 40-hour work pay for each seven-day work period, to be paid biweekly, at his/her regular rate of pay. This additional four (4) hours of regular pay is compensation for the time spent working outside regular work hours on canine maintenance training

and Ordinary Care and Maintenance of the canine. “Ordinary Care and Maintenance” activities consist of various animal caretaking tasks including but not limited to feeding, grooming, inspecting, medicating, exercising, pest control, preparing and cleaning the canine kennel, and preparing and cleaning the canine transport vehicle. Such hours worked shall not be interpreted to be 1) shift extension, 2) callback to work, or 3) scheduled work performed in excess of the regular shift for overtime purposes.

6.12 - Retired K-9 Care Compensation

The City will keep a retired K-9 on the City’s canine insurance plan while the represented member remains an employee of the city.

6.13 - Bilingual Pay

Represented Employees qualifying for bilingual pay per City policies and procedures shall receive additional supplemental pay of 5% of their hourly rate calculated from Section 6.2 Base Wage. The total number of employees within the Police Department receiving supplemental pay for bilingual skills shall not exceed 50 employees. All employees receiving supplemental pay for bilingual skills may be required to be recertified as deemed necessary. Upon a determination by the City that an employee’s bilingual skills are no longer necessary or beneficial to the employee’s job performance, this supplement may be terminated and the bilingual supplement made available for another employee in a position having a greater need for or benefit from bilingual skills.

6.14 – Retention Pay

Each Represented Member will receive semi-annual payments in the second paycheck of July and the first paycheck of December in accordance with the following schedule. Succession pay shall not be prorated. Represented Employees must serve for complete fiscal years in order to qualify for the next corresponding level of succession pay. Represented Employees terminating their employment with the City for any reason shall forfeit any succession pay that would otherwise be next due.

<u>Minimum Full Months of Service</u>	<u>Semi-Annual Payment</u>	<u>Annual Payment</u>
300 +	\$ 2,000	\$4,000
240 to 299 months	\$1,500	\$3,000
180 to 239 months	\$1,250	\$2,500
108 to 179 months	\$1,000	\$2,000
96 to 107 months	\$700	\$1,400
84 to 95 months	\$600	\$1,200
72 to 83 months	\$500	\$1,000
60 to 71 months	\$400	\$ 800
48 to 59 months	\$300	\$ 600
36 to 47 months	\$200	\$ 400

6.15 – Overtime and Rest Break

A Represented Employee who has worked beyond their regular schedule [eight (8) hour work shift, ten (10) hour work shift or any other work shift authorized by the Chief of Police and/ or his designee] shall be eligible for overtime. Duly authorized paid leave shall be considered as time worked for purposes of the regularly scheduled work week. This provision shall not apply to unpaid leave.

- A. A Represented Employee may accrue up to three hundred and sixty hours (360) of compensatory time in lieu of cash payment for overtime hours worked. Use of compensatory time shall be subject to advance approval and will only be allowed if scheduling permits based on the needs of the department.
- B. Overtime work will be compensated in either cash or compensation time at one and one-half (1-1/2) times the regular rate of pay after the first seven (7) minutes assigned and worked beyond the end of the Represented Employee's regularly scheduled shift, calculated to the nearest 1/4 hour.
- C. Employees who work in a position subject to after hour callouts and who are called back to work for a minimum of four (4) hours within eight (8) hours of their next regularly scheduled shift will be given up to six (6) hours of time to rest. The six (6) hours begins when the called-out employee is released from the call. Any portion of the six (6) hours that go into the employee's regularly scheduled shift will be counted as time worked for the purpose of reporting time on the employee's timesheet.
- D. Canceling scheduled overtime: The minimum time required to notify a represented member their scheduled overtime has been cancelled must be 48 hours before the start of the overtime shift. If the represented member is not notified timely, they will be compensated a minimum of three (3) hours of their regular rate of pay. This stipulation shall not apply to situations where an event is cancelled altogether, which would eliminate any need for staffing the event, based upon circumstances out of the control of the City of Glendale or the Glendale Police Department.

6.16- Forced Event Overtime Protocol

It is the philosophy of the GPD to staff preplanned events on a voluntary overtime basis in order to maintain desired service levels throughout the City. Represented employees will be made aware of events with as much notice as possible in electronic format (SharePoint or email) to accomplish all staffing needs. If represented employees are being forced to work, the decision will be communicated to the member at least 14 calendar days in advance of the scheduled event.

- A. Represented employees assigned to a position as a case carrying detective will not be forced to work preplanned events during their normal work hours. However, represented employees do have the ability to work these events in an overtime capacity, if they are able to adjust their 40-hour work schedule or 10-hour work shift to accommodate the overtime event as long as they have approval via their Chain of Command to do so. Also, if the represented member is scheduled to work a regular shift, with approval, they can extend or reduce their normal shift with supervisor approval.
- B. Protocols for Forcing Represented Members to Work a Preplanned Event

1. Represented employees with the least amount of seniority who are on a regularly scheduled day off will be ordered to work. This will continue (least seniority towards most seniority) until all positions are filled.
2. Special consideration will be given for a represented member for the following reasons:
 3. Preplanned vacation (to include their RDO's if applicable), planned or occurring FMLA or SML leave, a scheduled medical procedure, scheduled for an off-duty job, committed to other duties as a representative of the GPD, scheduled for a higher education class, or planned event where the member has already spent money.
 - a. During these instances, the member will immediately submit a memo via their supervisor, detailing the special consideration. While the memo is being reviewed, special events will pass over the member and make notification to the next member to avoid an untimely notification if the memo is approved. Repeated Memo requests will be a weighted consideration.
 - b. If the memo is denied and the member believes they are not being treated fairly and consistent with the MOU, they may appeal in writing to the AC Chief over special events. GPOC will be able to discuss the matter with Management on behalf of the member
 4. A member will be bypassed if scheduling them would result in being forced to work more than 1 (one) time in a 30-day period.
 5. The department can choose to cover a member's out-of-pocket costs associated with a preplanned event in order to force the member to work the event.
 6. Represented member have the option to find a replacement (at the same level of rank needed for the event).
 7. If a represented employee is forced to work the preplanned event, every effort will be made to ensure that represented member will not have to work more than one of his/her regular scheduled days off if the event is occurring over multiple consecutive days.
 8. Represented employees who are on standby are not exempted from the forced overtime protocols. However, a member on paid stand-by will not be forced to keep their standby for the day when they are being forced to work a preplanned event.
 9. After management notifies a member, they are being forced to work a special event, this becomes a part of the members alternate work week plan (GPOC MOU 11.1). Normal city policies will apply reference how sick leave or failing to work a scheduled shift is handled reference to a forced overtime shift.
- C. The department maintains the right to mobilize employees needed for response to an unplanned event or disaster, natural or manmade in its origin, without considering the aforementioned Forced Event Overtime Protocol. Whether the department utilizes forced overtime for preplanned events or

emergency staffing for unplanned events, the normal required staffing levels within the Patrol Divisions of the department will not be negatively impacted.

6.17 – Patrol Forced Overtime

A. Represented members who work in a beat assignment within one of the patrol divisions who are forced to either come in early or hold over on their normal shift will be compensated at 1.75 times their normal hourly rate for the hours worked outside their normal shift. “Forced” shall be interpreted to mean the represented member is either requested or ordered to work hours outside their normal shift to fill a department need.

6.18 - Temporary Hazard Pay during a Crisis or Riot Control

Represented members will be on the front line during a serious crisis, large civil unrest or rioting situation. During such times, members will likely have a “significant elevated risk,” work restrictions, changes to their work schedules, and work extended hours.

A. During a serious crisis, which requires represented members to be mobilized, the following will apply:

1. Represented members that work on the front lines will receive an additional 10% hazard pay in addition to their base salary.
2. Other represented members who cover the Patrol Divisions during the event, will receive an additional 5% pay in addition to their base salary.
3. At the onset of the crisis, the City agrees to meet with GPOC to work out the time for beginning and ending the pays. Also, the City will agree to meet with GPOC to work out the criteria and process for documenting any potential work exposures and address any specific hazardous working conditions. The protocols will be disseminated to represented members as soon as feasible, during the initial phase, without delay.

ARTICLE 7 – Benefits

7.1 - Other Benefits:

A. The City may provide optional benefits to eligible employees through payroll deductions. Represented Employees will be offered the same optional benefits that are offered to all City employees.

B. Additional non-health care related benefits granted to the members of the Employee Organization

7.2 - Life and Disability Insurance

Represented Employees shall be covered by the City’s life, disability, and other insurance plans in the manner and quantity offered to all City employees.

A. Per the City's current Commuter Insurance Plan and in accordance with Arizona Revised Statute 23-1021.01, represented members shall be covered during their commute to and from work to include up to two (2) hours before their shift begins and up to two (2) hours after their shift concludes.

7.3 - Retirement Benefits

Retirement benefits for Represented Employees shall continue to be provided by enrollment in the Arizona Public Safety Personnel Retirement System. Deductions shall be made from each paycheck in accordance with the law and the City shall contribute the amount required by law. A Represented Employee's retirement may be augmented by the contributions to the Represented Employee's deferred compensation account as set forth herein.

A. (Qualified Retired LE Officer)

Represented members will be considered a "qualified retired law enforcement officer" (for the purposes of solely receiving a department issued retirement identification, retirement badge and service weapon) if they meet the following criteria upon separating from the department:

1. A represented member who has separated from the Glendale Police Department in good standing (honorably served) as a law enforcement officer for an aggregate of ten (10) years or more or separated from the Glendale Police Department due to a service-connected disability after completing any applicable probationary period of such service.
2. The represented member is not the subject of any disciplinary action by the agency which could result in suspension or loss of police powers.
3. The retirement shall not be in lieu of termination
4. Is not a "prohibited" possessor as outlined by State and Federal law
5. Is Compliant with The Law Enforcement Officers' Safety Act (LEOSA) cited as 18 USC 926B and 18 USC 926C (for retired or separated officers)

B. If a represented member is denied as being a qualified retired law enforcement officer by the Chief of Police, based on the Chief's interpretation of good standing, honorably served or subject to disciplinary action criteria, the represented member will have the right to appeal the decision and meet with the City Manager, who will make the final decision. The represented member will have the right to have a peer representative present during the meeting with the City Manager.

C. A represented member who becomes a "qualified retired law enforcement officer", will be provided the benefit of purchasing their duty weapon and their three issued magazines, at the time of their retirement. They will also receive (at no cost) a retirement identification (with photograph), badge, and department sponsored farewell gathering. If the represented member has an aggregate of twenty (20) years or more of service with the Glendale Police Department or is separating from the Glendale Police Department due to a service-connected disability, they will be given their duty weapon and three issued

magazines for one dollar. In lieu of the department sponsored farewell, a represented member can elect to receive a \$100-dollar gift card.

7.4 - Deferred Compensation

Changes to the Plan, Administrator, Custodian and/or Adoption Agreement. If the city sends out a request for proposals (RFP) for a new administrator for “the City of Glendale section 457 deferred compensation plan”, the employee organization will have two representatives of its choosing, on the RFP committee.

A. Each Represented Employee will receive bi-weekly payments of \$175.00 which shall be in addition to the Represented Employee’s wages, and which shall be deposited into a deferred compensation account established by the employee with a City approved deferred compensation vendor. This contribution shall be considered income and both the City and the Represented Employee shall make the required contributions to the Arizona Public Safety Personnel Retirement System accordingly.

7.5 - Error in Paycheck

If a represented member is responsible to pay back the City due to an error involving their paycheck(s), the member will be allowed to sell back their compensatory or vacation hours; enough to cover the amount owed. This is not applicable if the error involves an administrative or criminal investigation.

7.6 - Sick Leave Payout Upon Separation

A. For Fraternal Order of Police (FOP Lodge #12) members, upon retirement, the accrued sick leave of a Represented Employee of the Employee Organization with ten or more years of continuous City of Glendale service, shall be paid into a city-authorized Retiree Health Savings (RHS) account based on fifty percent (50%) of the employee’s average hourly wage (average for last 36 months). For GLEA members, upon retirement, the accrued sick leave of a Represented Employee of the Employee Organization with ten or more years of continuous City of Glendale service, shall be paid to the member in their final check, based on fifty percent (50%) of the employee’s average hourly wage (average for last 36 months).

B. A represented employee who resigns, not dismissed for cause, with five or more years of continuous City of Glendale service shall be paid for accrued sick leave based on one-third (1/3) of the employee’s hourly wage (average for last 36 months) for each hour of accrued sick leave.

7.7 -Body Armor and Ballistic Helmet

A. The Police Department shall ensure that body armor and a ballistic helmet are issued to all represented members of the Glendale Police Department. When issued, the body armor and helmet will meet or exceed the standards of the National Institute of Justice. The Police Department will establish a body armor and helmet replacement schedule based on the manufacturer’s recommended replacement schedule.

B. The Represented Employee of the Employee Organization is authorized to have his or her ballistic vest replaced every five years, and the City agrees to reimburse \$1,500 towards a vest replacement and

carrier. The vest replacement program will continue as is outlined in current Glendale Police Policy and Procedures.

7.8 - Standard Uniform Allowance

Represented employees will receive uniform allowance of \$1200 per year paid in semi-annual payments of \$600 dollars each; the first payment shall be received in the first paycheck in December and the second payment shall be received in the first paycheck in June of each year. Eligible Represented Employees shall be responsible for the laundering and maintenance of their uniforms in accordance with Human Resources Policy 301.

7.9 - Equipment Replacement

The City agrees to replace duty issued equipment when it becomes stolen, non-serviceable or damaged in the course of employment and performance of the represented member assigned duties, except as a direct result of the represented member's negligent actions. The equipment that is eligible to be replaced will be based on the equivalent to what the department is currently issuing new officers.

7.10 - Special Safety Equipment

Represented employees will receive \$1200 dollars per year for safety equipment paid in semi-annual payments of \$600 dollars each; the first payment shall be received in the second paycheck in July and the second payment shall be received in the first paycheck in December of each year. Eligible Represented employees will be responsible for the maintenance and replacement of any safety equipment purchased with these funds.

7.11 - Education Degree & EMCT Payment

A. Represented Employee who attains a degree from an accredited college or university during the term of this agreement shall receive a one-time payment of \$400.00 for an Associate's degree, \$800.00 for a Bachelor's degree, and \$1200 for a Master's degree. Represented Employees who are eligible for this one-time payment must submit their request to the Police Chief's Office within one year of obtaining their degree. The Chief's Office will coordinate the payment through the City's check request process.

B. Represented members who complete the required course work and pass the National Registry to be a certified EMCT through ADHS, shall receive a one-time payment of \$400.00.

7.12 - Exchange of Days Off

Represented employees will be allowed to exchange days off with employees of the same rank under the following conditions:

A. Requests for an exchange of days off should be submitted through schedule express by both parties no less than one (1) day prior to the first day of exchange.

- B. Exchanges of days off will only be made within the divisions. Exceptions may be permitted with the approval of the Commanders from both divisions. Exchanges must be completed within 30 days.
- C. An officer must report for the exchanged days off and with the exception of illness, any officer who fails to report will be declared absent and may be subject to discipline.
- D. Exchanges cannot negatively impact department operations or result in or increase overtime.

7.13 - Shift Preparation Time

A. The following time allotments are in effect:

- 10 minutes at the beginning of a patrol shift:

Officers must arrive on time to start their designated patrol shift; the first 10 minutes will be designated to allow an officer to put on their safety gear (ballistic vest, duty belt and work shoes) but the time does not include preparing their work vehicle, logging into their mobile device or BWC. Patrol briefing will commence 10 minutes after the start of the shift, at the direction of a patrol supervisor (Based on an emergency, critical staffing shortage or other unpredictable operational needs, a supervisor can cancel briefing and prep time and direct officer to get on the street as soon as reasonably possible).

- 15 minutes prior to the end of a patrol shift:

During the last 15 minutes of an assigned shift, every reasonable effort will be made to allow an officer to remove their safety gear and equipment, secure the items, and be ready and able to leave upon completion of the patrol shift. No overtime will be granted for this purpose. Officers may not leave their assigned police facility until completion of the shift, unless otherwise directed by a supervisor.

7.14 - Physical Exams

- A. The city will provide represented members with a physical examination for preventive health measures. The represented member shall be eligible for an initial baseline physical twenty-four (24) months from the date of regular hire and a biennial physical every twenty-four months (24) thereafter while he or she remains an employee. Represented employees forty (40) years of age and older shall be eligible for physical examination every eighteen (18) months.
- B. The City will pay for costs of an initial baseline physical to include; history, examination, 2 view chest X-Ray, CMP, CBC, urinalysis dip, baseline neurocognitive testing, audiogram, vision with color, pulmonary function test, and treadmill. The City will pay for a biennial office exam to include; history, examination, CMP, CBC, urinalysis dip, audiogram, vision with color, pulmonary function test, and treadmill.
- C. Additional testing or examination resulting from abnormal findings from the biennial exam shall be submitted by the represented member to the City's medical plan or through the Worker's Compensation

process, whichever is appropriate. When the represented employee is in an occupation or assignment requiring additional testing or examination because of legislation or a court of competent jurisdiction determination, such testing/examination will be provided under the biennial exam.

7.15 - Working Out in a City Facility

Represented employees will be encouraged to stay mentally and physically fit and to utilize workout equipment at City facilities. Represented members will have access and an individual membership to all city workout facilities, subject to the facility rules and availability, which includes and shall not be limited to the following; GRPSTC, Foothills, City Shop, Gateway, Foothills Aquatic Center and Main Station. If a represented member is injured while working out in a city facility, their injury may be covered under the City's workers compensation program. Represented members who report an injury while working out in a city facility will be advised to complete the Incident Notification Report so it can be reviewed for coverage under the workers compensation program.

7.16 – OSHA (Worker Safety)

A. If a represented member, while carrying out his/her official duties, is exposed to an infectious disease/virus, the City agrees to pay the expenses for inoculation of the member. The City agrees to comply with state (ADOSH) and federal (OSHA) health and safety laws and regulations regarding Respiratory Protection, Bloodborne Pathogens, Hazwoper, and the general duty clause, including training, personal protective equipment, medical surveillance, and yearly medical evaluations.

B. Tactical Trauma Kits and Training: The Police Department is committed to providing members the necessary training and equipment in department issued Tactical Trauma Kits to provide advanced medical assistance to members injured in the line of duty and to people in our community who are injured. To ensure the training and equipment provided meets or exceeds best practices as defined by the medical profession for emergency care, the department is committed to conducting an annual review of these best practices and will make adjustments to training and equipment as needed.

7.17 - Employee Assistance Unit (EAU) Officer Wellness and Incentive Pay

The Employee Assistance Unit (EAU) will work in cooperation with GPOC, with the mutual goal of enhancing efforts for officer wellness. The department will also continue to assign a full-time position to EAU. This full-time position will be a represented member, chosen by Management and GPOC, to oversee and facilitate Employee Assistance; including the wellness subcommittee, financial planning workshops, department training, traumatic event counseling program, CPR/EAP, debrief teams, hybrid peer support, referrals, incentive program, out processing (retirement) and maintenance of the GPDLivingstrong.Org website.

A. The Police Department will commit \$60,000 every fiscal year for incentivizing represented members to complete a mental health and physical exam. Officers will be eligible to receive \$150 each fiscal year if they complete a physical exam (via their personal medical provider or complete the physical as outlined in the GPOC MOU section 7.5.11). Officers will be eligible to receive an additional \$150 each fiscal year if they complete a mental health check (via a licensed mental health care provider). These

can be completed anytime during the fiscal year. The incentive program will operate within the City of Glendale's WellStyles program.

1. Represented members that are assigned to a function that requires/and provides a physical exam (i.e. SWAT) will not be eligible (the year the City requires it) to receive an incentive for that particular exam. However, personnel assigned to those functions may opt to have two (biennial) mental health checks during the fiscal year to meet the incentive program criteria. If SWAT does not provide it (during off years) they are still eligible to obtain and receive the funding for a medical physical.
 2. Once the \$60,000 threshold is expended for the year, the incentive portion of the program will no longer be in effect for that fiscal year.
 3. The EAU Incentive Program components will be allowed to be completed "on duty time", however, represented members will need to coordinate and get approval through their supervisor. The "well visit"/biometric screening will only be on duty time when completed through the City's Wellness Program. No overtime will be incurred by the City for represented members for choosing to participate in the program.
- B. The department recognizes that represented members who are exposed to child pornography as a work assignment, may cause stress and problems that can affect the member on and off the job. The department acknowledge represented member's frustrations of trying to conduct investigations with (at times) limited resources. The Internet Crimes Against Children (ICAC) taskforce, in cooperation with the US Department of Justice, has made recommendations to police agencies on officer's work exposure to child pornography. The department agrees to review the ICAC recommendations annually and implement evidence-based policies to protect the well-being of detectives assigned in both child crimes and computer forensics- to include, but not limited to the following:
1. Education and training about possible negative reactions to viewing child pornography will be provided to all represented members and supervisors prior to being assigned sex crime duties as well as while they are involved in sex crime assignments. Training will encourage supervisors and personnel to address possible stresses by creating bonds with and among employees and by encouraging communication and physical exercise.
 2. The department will strive to have flexibility in work areas where detective is exposed to child pornography and will promote a positive work environment for staying healthy and productive. Special consideration may be made for these members regarding lateral movement under the department's policy on Employee Assignment Guidelines.
 3. The possibility of adverse sexual reactions should be openly discussed. Represented members experiencing sexual distress should be provided with resources and encouraged to seek help. The police department will develop written materials on this topic because some people may be reluctant to seek help for sexual problems. Materials should be prepared with the input of experienced counselors and created to be shared with family members and romantic partners- in case detectives need help in explaining issues and gaining understanding from their partners.

4. Employees should be clearly informed about the nature of child sexual exploitation investigations and the possible impacts on their personal lives prior to any assignment to this caseload.

C. Reporting Mental Health Exposure

1. Officers will be offered the opportunity to fill out a “Traumatic Incident Exposure Form” when they are involved in a critical/traumatic incident. Any represented member may request to complete a “Traumatic Incident Exposure Form” for any incident they feel has impacted their mental well-being. This request can be made to any supervisor or the Employee Assistance Unit (EAU). Completed forms will be routed to the Employee Assistance Unit (EAU). Supervisors do not need to sign the form.
2. Each officer’s threshold for emotional trauma is different, and there is a cumulative effect. Being able to track exposures following a critical or traumatic incident will help the department to better understanding how critical incidents affects officer’s mental health and what help or treatment may be needed short and long term. Tracking “at risk” incidents and giving better support to officers “early on” will help officers mental/emotional wellness as well as reduce absenteeism and compensation claims. The form also provides valuable information that may be used later to support a potential worker’s compensation claims for post-traumatic stress disorder (PTSD).
3. The Employee Assistance Unit (EAU) will maintain a copy of any exposure incident forms submitted. The department will ensure employees who submit exposure forms are receiving the support or resources needed to address any mental health related symptoms that may develop.
4. Represented members who are diagnosed with Post Traumatic Stress Disorder (PTSD) and believe the illness could be work related are required to complete and submit the completed the EMPLOYEE’S REPORT OF INDUSTRIAL INJURY form (ICA 04-0101) within one year of the diagnosis. The Glendale Police Department will provide the represented member with any reported exposure forms to traumatic incidents they have in their file if they decide to file for PTSD work related illness.

D. Wellness of Represented Members in Critical Incidents

1. Officers involved in a shooting or traumatic incident, will be medically cleared, and evaluated by EMS for any blood/OPIM exposures, physical injury and mental health status immediately after the scene is made safe. There will be no delay in decontaminating officers that are exposed or rendering medical and mental health aid. If EMS recommends the officer needs to be seen at the hospital, then the officer will be transported without delay. If the represented member was exposed to blood or bodily fluid, following decontamination procedures, the department Health & Safety officer will be immediately notified to initiate post exposure follow-up care. The HSO and PEP line will promptly evaluate if any significant blood exposures occurred so that source patient testing, to include a rapid HIV testing for the source, can be completed and consideration can be given by the medical professional in offering post-exposure prophylaxis (PEP).

7.18 - Employee Education Conversion Program

A represented employee who successfully completes a course/s at any accredited university, college or work-related training program, may cash out their accrued vacation time or sick time as reimbursement in an amount equal to the cost of the course/s after the deduction of any and all applicable taxes and deductions. Accrued vacation will be paid at 100% of its current value and sick leave will be paid at 50% of its current value. The amount of this tuition reimbursement shall not exceed \$3,700.00 per term of the MOU.

7.19 - Tuition Reimbursement for EMCT Course Work

A. Represented members will be eligible to be reimbursed for their courses related to obtaining their EMCT certification; as detailed in GPOC MOU 7.11.B.

7.20 - Leave Related Benefits

A. Represented Employees in the Employee Organization shall be compensated for all leave time as noted below and in accordance with Human Resources Policy 401.

7.21 - Military leave

Military Leave will be up to 320 hours per fiscal year. Any hours that are not utilized within the fiscal year shall be forfeited and not carried over to the following fiscal year.

A. During the duration of deployment each represented member will be compensated at their full rate of base pay. This rate shall be calculated by using their base military rate of pay. If the member's base military pay is less than that of their base pay as a Police Officer or Sergeant, then the City will make up the difference to "make whole" the impacted member's salary to minimize any financial hardship the member may endure during deployment.

B. During deployment the city will continue to make the employee and employer contributions into the represented members PSPRS in the amount required by law.

7.22 - Holiday Leave

A. Each Represented Employee in the Employee Organization will receive the following 12.5 paid Holidays as indicated:

- January 1, "New Year's Day"
- Third Monday in January, "Dr. Martin Luther King, Jr. Day"
- Third Monday in February, "President's Day"
- Last Monday in May, "Memorial Day"
- July 4, "Independence Day"
- First Monday in September, "Labor Day"
- November 11, "Veterans Day"
- Fourth Thursday in November, "Thanksgiving Day"

- Fourth Friday in November, “Day after Thanksgiving Day”
- December 24, “Christmas Eve “
- December 25, “Christmas Day”
- Holiday Special – 1 ½ days

B. Represented Employees shall receive ten (10) hours of holiday pay, which is based on the represented employee’s normal work shift, in addition to their regular hours worked. The 10 hours of holiday will be pre-populated and placed into the represented members bank of holiday hours. This is a mutual benefit to both the City and represented members as uncertainty and unpredictable events, community needs, and overall required staffing levels may prevent the use of holiday hours on the actual holiday itself.

C. Based on the overall staffing needs of the organization and if scheduling permits, a Represented Employee not scheduled to work on an official holiday may claim up to an equal number of hours to their normal workday from their vacation or compensatory time leave banks.

D. Represented Employees who are regularly scheduled to work on an official holiday but call-in sick will be allowed to claim up to an equal number of hours to their normal workday from their sick leave bank.

E. Represented Employees will have their holiday hours pre-populated at a rate of time and a half and placed into their holiday bank on July 1st of each new fiscal year. The holiday hours will be placed into each represented member’s holiday bank semi-annually. The first half of holiday hours will account for all the listed paid holidays from July 1st through November 30th. The second bank of holiday hours will account for all the listed paid holidays from December 1st through June 30th. These hours cannot be utilized prior to the actual holiday. These hours can be used on the holiday or at a later time within the fiscal year. These hours must be recorded on each represented member’s timesheet by the last day of the first pay period ending in June of each fiscal year. Holiday hours will not be carried over into the next fiscal year.

F. Use of Holiday Accruals Protocol:

At the end of each fiscal year, represented members with any unused holiday hours remaining in their holiday bank will be paid out for those hours. Hours will not be carried over and cannot be used outside the fiscal year in which they were provided. Payments will be made in the last paycheck of the fiscal year. Represented members have the following options available when using their holiday hours:

1. When a member utilizes these hours in place of their regular workday (taking a day-off) then these hours are considered pensionable, and a member must utilize the proper pensionable pay code.
2. When a member uses these hours on the actual holiday, in addition to the types of paid hours considered actual hours worked (Defined under Human Resources policy 301.E.3) then these hours are considered pensionable, and a member must utilize the proper pensionable pay code.

3. When a member chooses to cash out their holiday hours, cash in lieu of time off, these hours will be considered “non-pensionable”. This option also applies to the method that will be utilized when a represented member does not use their holiday bank and is cashed out by the City at the end of each fiscal year.
4. When a represented member separates from employment and mistakenly utilizes their holiday bank or cashes out those hours prior to the holiday(s) to which those hours are applicable, then the City shall withhold an equal amount of wages from the members last paycheck.
5. With the exception of continual functions like patrol, the Glendale Police Department will be closed on City recognized Holidays. Represented employees that are not in a continual job function should not be scheduled to work on a Holiday. Exceptions include callouts, operational needs of the department, and employees on unrestricted standby for the Holiday. A represented member not in a continual function, who wishes to work on the Holiday or wants to defer their holiday accrual to the Holiday leave bank, must get approval via their chain of command.

7.23 - Sick Leave

- A. Represented employees shall accrue sick leave benefits on a per-hour paid basis. Represented Employees will accrue .055 hours per hour paid. Eligibility to use sick leave benefits shall commence after completion of one month of regular status employment. The City may, in its discretion, require a doctor’s verification of the need for sick leave. The City reserves the right to refer any Represented Employee to any doctor designated by the City in determining whether or not sick leave shall be paid.
- B. Donating Sick or Vacation Leave: Vacation or sick leave may be donated to other employees who may be in need and have no remaining sick leave, vacation leave, compensatory time accruals, and exceptional disability leave.

7.24 - Vacation Leave

- A. Represented Employees accrue annual vacation leave on a per-hour-paid basis, as outlined below. Years of service will be based upon continuous tenure from the first date of regular status employment. Upon separation, represented members will be paid out 100% of their vacation leave accrual time at the member’s hourly rate.

Years of Service	Hours Accrued
0-59 months	.066625
60-119 months	.0765
120+ months	.095

- B. Eligibility to use vacation credits shall begin after completion of one month of regular status employment.

C. Vacation leave will be accrued on a per-hour paid basis according to the schedule above. Years of service will be based upon continuous tenure from the first date of regular status employment.

D. Vacation will be charged to the employee's leave time on an hour for hour basis.

E. The Vacation Accrual Limits Are as Follows: 450 Hours for 40 Hour per Week Employees.

7.25 - Vacation Leave Sellback

A. Represented members who are at or above 360 hours of vacation leave may elect to cash-out up to 80 hours per fiscal year. The represented member may cash out vacation hours once in October and once in April for a total of not more than 80 hours per fiscal year.

7.26 - Vacation Leave Program

A. Represented members who have accrued 240 hours or more of accrued and unused vacation leave and who attained a minimum of seventeen (17) years of City service, may elect to have the additional vacation leave that he/she earns paid to them on a bi-weekly basis for the upcoming three (3) consecutive years. Once the represented member elects to exercise this benefit, it must continue for the full three (3) consecutive years. (Exception - members may voluntarily elect to withdraw from the program at any time, however, they forfeit any future opportunity to re-enter the program and would revert back to accruing vacation leave.) While enrolled in the program, a represented member may utilize any previously accrued vacation leave. The vacation leave payout under this section is not compensation for purposes of PSPRS.

7.27 - Special Medical Leave for Public Safety Represented Employees

A. A represented employee covered under this agreement may be entitled to use up to a total of 96 hours of Special Medical Leave per fiscal year. The Special Medical Leave may be used a) during Workers' Compensation Waiting Periods or b) the Voluntary Controlled Substance Referral Protocol (detailed in 5.10 of the MOU), or c) for an FMLA Qualifying Event, both in accordance with Human Resources Policy No. 401.

B. Workers' Compensation Waiting Period: Based on the Arizona Workers' Compensation law, there is a seven (7) consecutive calendar day waiting period between the time that the work-related injury or accident occurs and the time that an employee may be approved for Worker's Compensation benefits (A.R.S. 23-1062 B). A represented employee may be granted paid Special Medical Leave during this waiting period provided that the employee's Workers' Compensation claim has been statutorily accepted for benefits and is recognized by the Industrial Commission of Arizona. In accordance with Human Resources Policy 401, Risk Management will function as the City representative in addressing Workers' Compensation regulations and City policies for employees.

C. FMLA Qualifying Event: Based on Human Resources Policy No. 401, FMLA Leave is provided by the City in accordance with the U.S. Department of Labor Code, Title 29, Chapter V, Part 825. A represented employee may be granted paid Special Medical Leave during time off covered by FMLA. In accordance

with Human Resources Policy No. 401, FMLA, Human Resources & Risk Management makes the determination regarding the approval or denial of FMLA leave.

7.28 - Bereavement Leave

A. Upon the death of an employee's immediate family member, all represented members shall receive up to 40 hours of bereavement leave. For these relationships, an additional two days, based on the represented members normal workday, of bereavement leave may be granted if out-of-state travel is required. "Immediate" family member is defined as an employee's:

- Father (step, in-law)
- Mother (step, in-law)
- Spouse (domestic partner)
- Child (step)
- Brother (step, in-law)
- Sister (step, in-law)
- A member of the immediate household (defined as someone, other than a boarder, living in your home)
- A partner in an espoused relationship (as defined in the City's Nepotism Policy)
- Spouse, parent (or a person standing in place of a parent), parent-in-law, sibling, or child

B. Up to three days off shall be granted based on the represented employee's normal workday (8, 10, 12-hour shift), of bereavement leave may be granted for the death of the following:

- Grandparent, grandchild, and stepfamily

C. If an employee requires additional time, any additional hours may be charged against sick or vacation accruals at the employee's discretion and with department head approval.

D. When needed to provide additional flexibility to handle estate settlement, employees may be allowed to divide bereavement leave subject to departmental approval.

7.29 - Funeral Leave (Protocol for Line-of-Duty Death of Represented GPOC Member)

A. Notification

1. After the notification of a death of a represented member, the Police Chief will immediately inform GPOC Officials and the Glendale Police Department Chaplain(s).
2. GPOC official(s) will be allowed to accompany those department officials that are dispatched to notify next of kin. After family has been officially notified, the Police department and GPOC officials, together, will notify all on duty personnel. A joint Police Management and GPOC union message will be disseminated to the rest of the Police Department, City and Community.

B. Planning

1. Glendale Police Management will work in cooperation with GPOC officials or their designee(s) on the planning for the deceased member's funeral.
2. Glendale Police Management will work with GPOC officials in selecting represented (union) member(s) to be immediately assigned as a family contact to assist the family and serve as liaison(s) for the spouse and family members. The department will allow the union liaisons to use on duty time to adequately support and assist the spouse and family members.

C. The Funeral In cooperation with the approval from the family of the deceased represented member, seating within the church will be in the following fashion:

1. Police Chief
2. GPOC Union Presidents
3. Glendale Police Departments Principal Officer(s)
4. Squad of the deceased (Sgt. and Officers)
5. Local Union Officials
6. Members of the Glendale Police Department
7. Members of the other police departments

D. Honoring the Deceased Officer

1. Glendale Police Management will notify GPOC union officials of all local, state, and national events, honoring the deceased officer (member). GPOC union officials will accompany police management in representing the department at these events.
2. The Glendale Police Department will pay (and cover all expenses) to send the deceased members entire squad, ten (10) members of the GPD Honor Guard, two (2) GPOC union officials, and the union liaison(s) for the spouse and family, to the National Law Enforcement Officers Memorial ceremony honoring the fallen officer.
3. Following a line of duty death of a represented member, the City will make available at no cost to GPOC the use of the Civic Center to include chairs, podium, PA system, A.V., etc., and the outdoor Public Safety Memorial area to hold the Candlelight Vigil and the first-year annual memorial ceremony.

E. Funeral Expenses: In the event that a represented member is killed in the line of duty or dies from injuries sustained in the line of duty, the City will pay or reimburse up to fifteen thousand dollars (\$15,000) toward funeral related expenses to the designated agent or service provider.

F. Events honoring or highlighting efforts of law enforcement: When the Police Department uses City funds to attend any event honoring fallen officers or the accomplishments of law enforcement officers, the department agrees to offer an appropriate number of seats to GPOC so represented members will have an opportunity to attend with police management.

7.30 -Transition Leave Program

A. Transition leave is chargeable leave granted together for represented member's movement from City employment into retirement. The Chief of Police or designee is the approval authority for transition leave requests. Transitional leave that is granted will not interfere with Departmental operational requirements, timely processing, or transition processing. Transitional leave is consecutive days off; exceptions will be at the discretion of the Chief of Police.

1. If a represented member elects to retract retirement and transition leave after beginning the transition leave period to return to full employment status and prior to the last day of transition leave, the represented member may not be returned to their last assignment but will be assigned to any duty at the discretion of the Chief of Police.

B. Transition leave may include vacation, holiday, and compensation time; as outlined in HR Policy and the GPOC MOU. Transition leave will not be used in conjunction with sick leave. Represented members may use all of part of their leave balances as transition leave. Represented members may work for another organization other than the City of Glendale while on transition leave. Retirement dates are established by the employee through coordination with PSPRS and Human Resources.

C. Steps to request transition leave:

1. Represented member requests transition leave when completing retirement documents with HR and PSPRS
2. HR will assist the represented member in completing the transition leave request form to include providing them with transition leave balances available for use
3. Transition leave request / form will be forwarded to PMU for coordination and approval
4. Represented member's supervisor will be provided the member's transition leave itinerary and contact information while on transition leave
5. Last day of transition leave is the represented member's last day of employment

7.31 - Out Processing Post-Separation Leave

A. The Glendale Police Department will offer an out-processing program, coordinated by the Employee Assistance Unit (EAU), which includes training, education (a retirement planning guide) and support for represented members who are nearing retirement. Out processing is important for a represented member's emotional and lifestyle transition including addressing the anxiety and stress associated with post-separation from a law enforcement career.

B. The department will give represented members 40 hours of "out processing" leave to be used to complete the numerous tasks associated with separating; dispositioning cases and evidence, returning equipment, clearing out their workspace and finalizing work related administrative documents. The

represented member will be in a plain clothes capacity when utilizing the 40 hours of leave and will not be scheduled to work their normal job capacity.

C. If a member is using transition leave, they can use the 40 hours of “out processing” leave the week prior to the beginning of the transitional leave.

7.32 - Workers Compensation

A. In the event a represented employee successfully appeals the denial of a worker’s compensation claim to the industrial commission and any and all subsequent appeals directly related to the same claim, the city agrees to reimburse the represented member for attorney’s fees at the conclusion of all directly related appeals.

B. The city agrees that when a represented employee returns to full-duty with no restrictions following a duty-related injury/illness then he/she will be returned to the same assignment, special assignment and duties that the represented employee held at the time of his/her injury/illness.

C. For the purpose of vacation or holiday leave, represented members on modified duty will not be counted towards minimum staffing levels.

D. Any formal communication from the City reference “time periods a represented member may be terminated” if they are unable to return to work following a work injury/illness, will be given to them “in person” so the member can have an opportunity to ask questions. The represented member will have the right to have a GPOC designee present with them during the meeting.

E. If a Represented Employee of the Employee Organization is injured on duty, any time needed by that Employee to attend Physical therapy and/or medical appointments will be considered on duty time. These hours will be flexed out of the Represented Employee’s regular work hours and no overtime will be paid as a result of attending these appointments.

F. Detailed in City policy, the Police Department reserves the right to approve and assign modified duty as needed to meet department goals. The department will make every effort to keep a represented member as close as possible to their regularly assigned shift, RDO, and work duty station, if feasible.

7.33- City Assigning a Workers Compensation Case Manager

A. The City is not permitted to attend a represented members workers compensation medical appointment without their consent. The City or their third-party administrator can hire a nurse case manager to help coordinate medical care, but that person does not have to be allowed in the room with the represented member and their doctor(s).

1. The represented member must consent to a nurse case manager to work with them.

2. The represented member must provide written consent for a nurse case manager to attend their doctor’s appointments.

3. If the member provides consent, they retain the right to withdraw that consent at any time.

7.34 - Health Care Plans and Costs

- A. Health insurance premiums will be at a shared cost between the city of Glendale and represented employees. Cost sharing for health insurance premium contributions shall be subject to annual approval by the Glendale City Council as part of the budgeting process.
- B. If the City is looking at making any changes to the current health care plan, coverage, deductibles, or completing an RFP to evaluate changing vendors or plans, the City will ensure that GPOC is part of the planning and evaluating committee. The City will make all reasonable efforts to meet with GPOC to discuss any changes no less than three (3) times over a 60-day period prior to any final decisions and/or changes (listed above) being implemented.

7.35 - Firearms Proficiency

- A. Officers will be issued Firearms Proficiency Awards in compliance with our Uniform Regulations under 21.473 Firearms Proficiency awards.
- B. Based on the overall staffing needs of the department, represented members will be offered 2 hours each month of on duty time and up to 100 rounds of ammunition to practice in order to maintain their firearms proficiency skills. The two hours of duty time shall not apply during months in which the represented members are attending mandatory firearms related training or qualifications.
 1. If there is an ammunition shortage, the department can temporarily suspend issuing the 100 rounds of practice ammunition. However, when the department receives a re-supply, they will make the member whole for whatever rounds they did not receive during the suspension.
- C. By the first of the month, represented members will notify their immediate supervisor of their desire to be scheduled for 2 hours at the range during the month and to obtain up to 100 rounds of ammunition. The supervisor will notify the represented member at least a week in advance when they are scheduled at the range for their 2 hours of practice.
- D. The department will offer all represented members a light that can be mounted on their department issued firearm and include issuing a duty holster that is authorized to work with the firearm with the mounted light.

7.36 - Order of Precedence

This Article contains only a summary of certain benefits. The City's benefit plans and policies are the controlling documents. Any disputes concerning benefits or policies outside of the terms and conditions of this MOU will be controlled by those plans and policies. If the City makes changes to their benefit plans and

policies that are more beneficial than this MOU, represented members will be eligible for the enhanced benefit.

ARTICLE 8 - Employee Organization Dues

8.1 - The City shall allow payroll deduction for Employee Organization dues to be deducted from the paychecks of Represented Employees on a bi-weekly basis insofar as permitted by law. During months that have three paychecks, there will be no deductions made from the Represented Employee's third paycheck. There will only be a total of twenty-four (24) deductions made per employee per year. The Employee Organization will inform the City of the amount of the dues to be deducted.

8.2 - The City agrees to deduct and remit to the Employee Organization authorized deductions from Represented Employees who have signed and approved authorization cards for such deduction on a form provided by the City.

8.3 - The amount of dues deducted from the Represented Employee's paychecks shall be paid to the Employee Organization on a bi-weekly basis, less any administrative costs incurred by the City.

8.4 - The Employee Organization agrees to indemnify, defend, and hold the City harmless against any claim made of any nature and against any suit instituted against the City arising from its payroll deduction for Employee Organization dues.

ARTICLE 9 - Prohibition of Strikes and Lockouts

9.1 - Represented Employees shall not engage in any strike, sympathy strike, work stoppage, slowdown, walkout, picketing, concerted failure to report to work, refusal to cross a picket line or any other activity, individually or concerted, that would interfere with or adversely affect the operations or mission of the City. The Employee Organization shall not, directly or indirectly, instigate, support, encourage, or participate in any strike, sympathy strike, work stoppage, slowdown, walkout, picketing, concerted failure to report to work, refusal to cross a picket line, or any other interference with employees' work or the City's operations and shall notify Represented Employees of such prohibitions.

9.2 - In the event of a violation of Article 9.1, the Employee Organization shall immediately and in good faith publicly disavow the violation as an illegal strike, insist that the employees involved cease such violation, and use all means within its power to end such violation and use all means within its power to end such violation as soon as possible.

9.3 - The City agrees that it will not lock out the Represented Employees as a result of the meet and confer process.

ARTICLE 10 - Duration and Implementation

10.1 - This MOU shall remain in full force and effect commencing on July 1, 2022, and terminating on June 30, 2024, provided that notice of reopening is given pursuant to the meet and confer process. If notice is not given, then this MOU shall automatically renew for successive one-year periods.

10.2 - Except by mutual agreement of the parties and as allowed by the Ordinance, the City shall not be required to meet and confer concerning any other matters, covered, or not covered herein, during the terms of this MOU.

10.3 - In the unlikely event during the term of this MOU the City experiences budget shortfall or faces legal requirements that, if not resolved during that budget year, would result in the layoff of Represented Employees, a reduction in the pay or benefits, or the curtailment of services provided to the City's citizens, this MOU shall be reopened.

A. This provision shall only apply if the general population of the City's employees is subject to the same or greater reduction of pay or benefits or resulting layoffs.

B. The City shall notify the Employee Organization's representative identified pursuant to Glendale Code § 2-80(1) (1) (d) of the reopening of this MOU. Such notice shall include at a minimum, the reasons for the reopening, the anticipated amount of the shortfall that must be addressed in order to alleviate the need to layoff City employees, reduction of pay or benefits, or the curtailed services provided to the City's citizens, and current budget information.

C. The City and the Employee Organization shall meet and confer in good faith for a period of no less than 30 calendar days in an effort to reach accord on how best to address the City's shortfall.

D. Recommended modifications to the MOU shall be submitted by the City Manager directly to the City Council which shall make a final determination as to the implementation of the recommended modifications.

E. Should the City and the Employee Organization be unable to reach accord on the recommended modification within the period set by this provision, the remedies established by Glendale City Code § 2-85(f) regarding mediation may apply. If no resolution is reached after 30 days of good faith participation in mediation, the remedies established by Glendale City Code § 2-8(g) shall apply.

ARTICLE 11- Hours and Working Conditions

11.1 – Workweek

The workweek for Represented Employees shall be defined as seven consecutive 24-hour periods beginning at 12:01 a.m. on Saturday and ending at 12:00 midnight the following Friday. The Police Department may establish alternate workweeks of seven consecutive days. When implementing an alternate workweek plan, the alternate plan shall be defined and documented with the Human Resources Director. A Represented Employee's supervisor may assign a Represented Employee to an alternate workweek plan and shall communicate that assignment to the Represented Employee Fourteen days (14) prior to the start of the first day of the new defined workweek plan.

11.2 - Meal Periods

If a Represented Employee is required to work or be on active standby during his or her designed meal period, that time shall be considered work hours for the purposes of § 11.1. In order to qualify for a lunch period that is considered work hours, the Represented Employee must be on-call during his or her entire work shift. They must not leave the work premises unless authorized to do so and must respond to any duty calls during that lunch period.

11.3 - Travel Time

When a represented member is attending an authorized school, seminar or training, the department will compensate the member for the travel time that exceeds the first thirty minutes. Travel time is not eligible when a represented member is attending court as a continuance or congruent with their normal work shift. Travel time is considered on-duty time when a represented member is traveling to and from a work related medical or mental health appointment when the member has made an industrial claim regarding the work related medical or mental health issue.

ARTICLE 12- Effect, Interpretation, and Savings Clause

12.1 - This MOU constitutes the entire agreement of the City and the Employee Organization, arrived as the result of meeting and conferring. This MOU shall supersede all previous agreements, understandings, and prior practices related to matters included within this MOU.

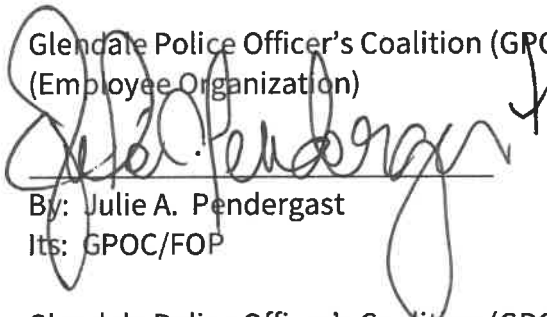
12.2 - The parties acknowledge that during the meet and confer process which resulted in this MOU, each had the opportunity to make proposals with respect to any subject or matter not removed by laws as a subject matter of the meet and confer process, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU.

12.3 - All provisions of this MOU and all terms used herein shall be interpreted in such a manner as to be consistent in all cases with the Ordinance. In the event of any inconsistent provision or use of a term, the Ordinance shall take precedent.

12.4 - If any provision of this MOU is held to be contrary to law by a court of competent jurisdiction or government agency having authority over the provisions, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this MOU will continue in full force and effect. The parties will meet within 60 days after request by the City or the Employee Organization to discuss the invalidated provision.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Memorandum of Understanding this 2nd day of March 2022.

Glendale Police Officer's Coalition (GPOC)
(Employee Organization)


By: Julie A. Pendergast
Its: GPOC/FOP

Glendale Police Officer's Coalition (GPOC)
(Employee Organization)


By: Justin Harris
Its: GPOC/GLEA

The City of Glendale



Kevin Phelps
City Manager

**“The wicked flee when no man pursueth,
but the righteous are bold as a lion.”**

